

Q6 INTELLIGENCE, LLC, a Delaware limited liability company,

Plaintiff,

vs.

**IN THE CIRCUIT COURT OF THE
SEVENTEENTH JUDICIAL CIRCUIT IN AND
FOR BROWARD COUNTY, FLORIDA**

CASE NO:

BINANCE HOLDINGS LIMITED,

Defendant.

_____ /

COMPLAINT

Plaintiff, Q6 Intelligence, LLC ("Plaintiff" or "Q6"), by and through its undersigned counsel, hereby files this Complaint against Defendant Binance Holdings Limited ("Defendant" or "Binance"), and in support thereof, alleges as follows:

JURISDICTION AND VENUE

1. This is an action for damages in which the amount in controversy is \$155,250.00, exclusive of interest, costs, and attorneys' fees. Accordingly, this Court has subject matter jurisdiction.

2. Plaintiff Q6 Intelligence LLC ("Plaintiff") is a Delaware limited liability company doing business in Broward County, Florida, and elsewhere.

3. Defendant Binance Holdings Limited is a Cayman Islands company with its registered office address at Governors Square, 23 Lime Tree Bay Avenue, P.O. Box 30746, Cayman Islands.

4. This Court has personal jurisdiction over Defendant because this action arises from Defendant's breach of a contract in this state by failing to perform acts required by the contract to be performed in this state. Moreover, Defendant has sufficient minimum contacts with this

jurisdiction such that the exercise of personal jurisdiction over it will not offend traditional notions of fair play and substantial justice.

5. Venue is proper in Broward County, Florida as the cause of action accrued in Broward County.

6. All conditions precedent to filing this action have occurred, been satisfied, or been waived.

7. Plaintiff has retained the undersigned firm to protect its interests herein. Plaintiff has agreed to pay the undersigned firm a reasonable fee for its services.

FACTUAL ALLEGATIONS

8. Plaintiff is an e-crime intelligence company that performs continuous monitoring and analysis of public and restricted data to proactively identify and contain cyber and financial threats. Plaintiff provides proactive, intelligence-enabled cybersecurity and fraud mitigation.

9. On or about July 2, 2022, Plaintiff and the Defendant entered into a Statement of Work ("Service Agreement") pursuant to which Plaintiff agreed to provide various e-crime intelligence services to the Defendant in exchange for Defendant's agreement to pay for the services. A true and correct copy of the Service Agreement is attached hereto and incorporated herein as **Exhibit A**.

10. Pursuant to the Service Agreement, the term of the Service Agreement is one (1) year, subject to an automatic renewal for an additional two (2) years on the first anniversary of the effective date, "provided that Binance does not notify Q6 Cyber in writing no less than 30 days prior to the Anniversary that it does not wish to renew this [Service Agreement]."

11. The Service Agreement specifies that the annual subscription fee would increase by 3.5% in the second year of services and by an additional 3.5% in the third year.

12. Plaintiff drafted the renewal provision of the Service Agreement to allow Defendant to benefit from a lower annual fee. This concession was granted because the Service Agreement structured the term as a one-year commitment with an automatic renewal, effectively locking in a three-year relationship unless Defendant opted out with sufficient notice. Had Defendant committed to just a one-year term from the outset or a contract with a termination for convenience provision, its annual fees would have been significantly higher.

13. By availing itself of this more favorable fee structure, Defendant received the benefit of a reduced annual cost.

14. Defendant was fully aware of these terms and agreed to them after transparent, good-faith negotiations with Plaintiff. The renewal clause was included specifically to ensure stability and predictability in the relationship and was integral to the pricing structure that Defendant found acceptable.

15. Despite benefitting from the agreed-upon terms, Defendant attempted to evade its obligations under the Service Agreement. Beginning in September 2023, Plaintiff sent multiple reminders regarding overdue invoices, only to receive responses from Defendant asserting that its internal policies had changed, prohibiting auto-renewal without additional approval. A true and correct copy of this communication is attached hereto as **Exhibit B**.

16. Defendant's actions and statements were clear attempts to alter or disregard the terms of the binding Service Agreement. Put simply, Defendant failed to provide Plaintiff with

the required 30-day notice prior to the anniversary date of the Service Agreement, and had no right to terminate the contract prior to the conclusion of the agreed three-year term.

17. Nonetheless, from September 2023 to November 2023, Defendant repeatedly sought to alter or nullify the automatic renewal provision by citing internal policy changes, even though these alleged policy changes did not alter the legal effect of the Service Agreement.

18. Indeed, Defendant's communications during the above period confirmed that it did not intend to comply with the original renewal term agreed upon, effectively attempting a mid-term renegotiation by refusing to pay outstanding invoices unless Plaintiff agreed to Defendant's revised terms.

19. After Plaintiff continued to demand payment pursuant to the agreed terms, Defendant relented from its position, remitted payment on the overdue invoices. This payment indicated Defendant's acknowledgment of its obligations under the Service Agreement and ratified its compliance with the terms binding Defendant to the automatic renewal.

20. Nonetheless, on or around Q1 of 2024, Defendant again sought to unlawfully terminate the Service Agreement despite the clear terms of the Service Agreement, which binds Defendant through July 2, 2025. A true and correct copy of this communication is attached hereto as **Exhibit C**.

21. This renewed attempt to evade its contractual obligations was in direct violation of the Service Agreement, which required that any termination or non-renewal notice be provided in writing at least 30 days before the anniversary of the Service Agreement's effective date.

22. Defendant did not provide any notice of non-renewal within the timeframe required by the Service Agreement. Specifically, Defendant failed to notify Plaintiff in writing at least 30 days prior to the one-year anniversary of the effective date that it did not wish to renew.

23. Accordingly, under the terms of the Service Agreement, the contract remains in effect until July 2, 2025.

24. Plaintiff has communicated its intent to fully perform its obligations under the agreement, as originally stipulated by the parties.

25. Defendant's actions constitute a breach of contract, and therefore Plaintiff is entitled to enforce the full term of the Service Agreement.

26. Upon Defendant's attempt to terminate the Service Agreement, Plaintiff sent a formal letter to Defendant on June 19, 2024, notifying Defendant of its unlawful attempt to terminate the Service Agreement. A true and correct copy of this letter is attached hereto as **Exhibit D.**

27. Defendant responded to Plaintiff's communication, asserting that its notice of termination was valid, a claim which Plaintiff disputes. A true and correct copy of Defendant's June 28, 2024, communication is attached hereto as **Exhibit E.**

28. Plaintiff's accounting records confirm that the relevant invoices were sent to Defendant on or around August 30, 2023 (the "Invoices"). A true and correct copy of these Invoices are attached hereto as **Exhibit F.**

29. As of the filing of this Complaint, Defendant has failed to make any payment pursuant to the Invoices.

30. As a result of Defendant's non-payment and repeated failure to meet its obligations, despite numerous demands from Plaintiff, Defendant remains in default of its payment obligations under the Service Agreement.

COUNT I
BREACH OF CONTRACT

31. Plaintiff re-alleges and incorporates by reference the allegations set forth in Paragraphs 1 through 30 of this Complaint as if fully set forth herein.

32. Plaintiff and the Defendant entered into the Service Agreement.

33. Pursuant to the Service Agreement, Defendant was obligated to pay the Invoice.

34. Defendant has failed to remit any payment due under the Invoice, as required by the Service Agreement.

35. Defendant has breached the Service Agreement.

36. The breach is material and substantial.

37. Plaintiff fully complied with the Service Agreement and completed all necessary obligations under the Service Agreement.

38. As a direct and proximate result of the above material breach of the Service Agreement, Plaintiff has incurred damages in excess of \$155,250.00, plus interest, attorneys' fees and costs, which amount continues to accrue.

WHEREFORE, Plaintiff Q6 Intelligence, LLC, respectfully requests that this Court enter a judgment against the Defendant, Binance Holdings Limited for compensatory damages together with costs, pre-judgment interest, attorneys' fees, and such further relief as the Court deems just and proper.

Dated: November 22, 2024
Aventura, Florida

GS2 LAW PLLC

By: /s/ Robert Garson

Robert Garson, Bar No.

1034548

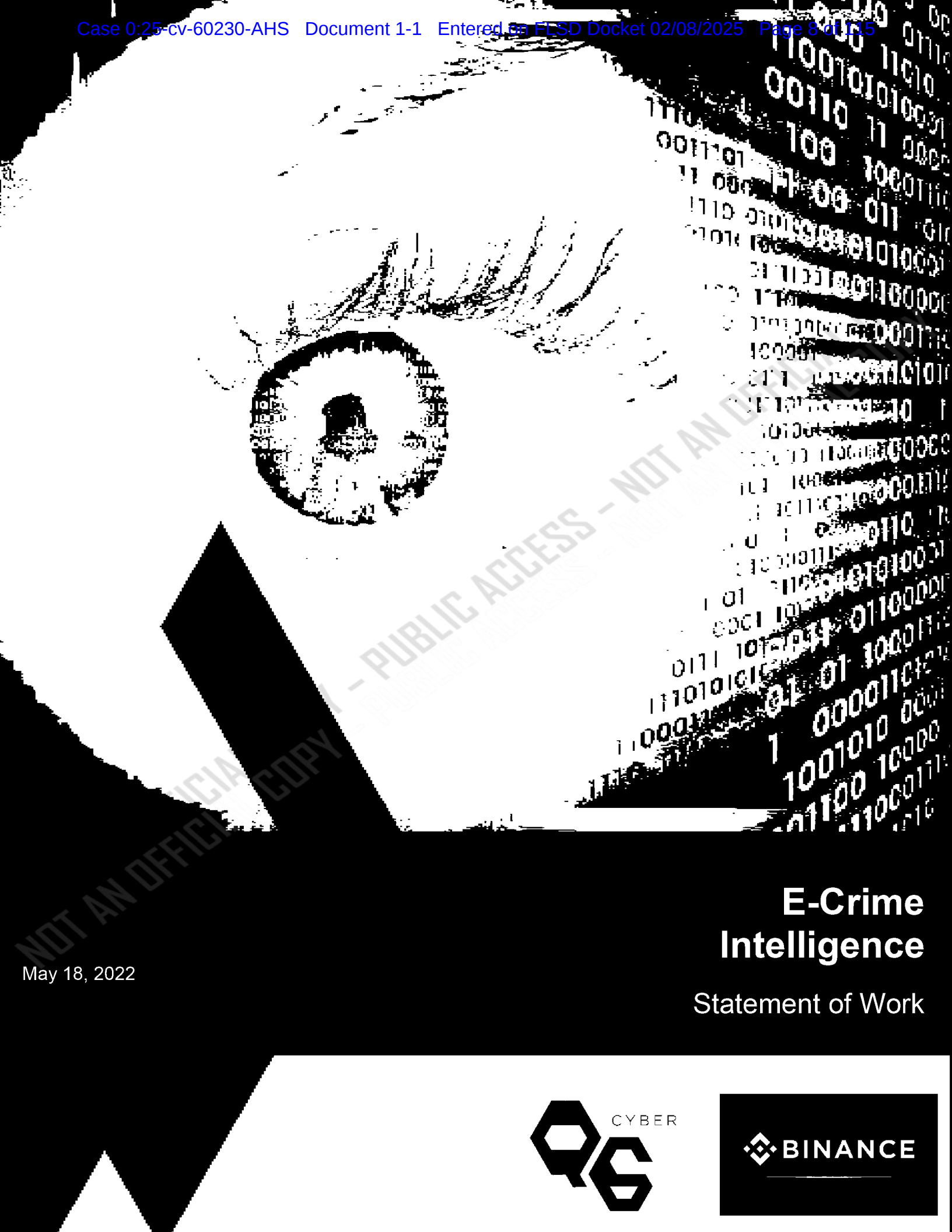
20803 Biscayne Blvd., #405

Aventura, Florida 33180

(305) 780-5212

rg@gs2law.com

Attorney for Plaintiff



E-Crime Intelligence

Statement of Work

May 18, 2022





May 18,2022

Kai “Walter” Zhang
Financial Crimes Supervisor
Binance Investments Co., Ltd (“Binance”)

Dear Mr. Zhang,

First, I would like to thank you for giving us the opportunity to propose our fraud and cyber threat intelligence services. We hope that this proposal will meet your expectations. We look forward to the opportunity to demonstrate our strong commitment and capabilities.

With this proposal, our objective is to assist Binance in enhancing fraud mitigation and cybersecurity capabilities, while assuring that the sensitive nature of these capabilities will always be held in the strictest confidence. We understand that your trust and confidence in the discretion of Q6 Cyber are critically important.

The following pages outline our proposed scope of work and deliverables. Of course, we welcome your feedback and suggestions. Please do not hesitate to reach out to us with any questions or clarifications.

Sincerely,

Eli Dominitz
CEO, Q6 Cyber
eli@q6cyber.com

Robert Villanueva
Executive Vice President
RV@q6cyber.com

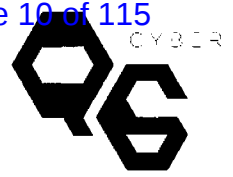
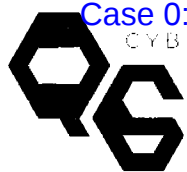


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Introduction to Q6 Cyber

At Q6 Cyber, we believe in proactive, intelligence-enabled cybersecurity and fraud mitigation. We believe that in order to adequately defend against increasingly sophisticated adversaries, companies must gain visibility and awareness of their adversaries' malicious activities and plans, tools, and relationships. Military, law enforcement, and physical security forces require intelligence to make optimal offensive and defensive decisions, and combating cybercrime and fraud is no different.

Q6 Cyber is a cyber and fraud threat intelligence company that performs continuous monitoring and analysis of public and restricted data to proactively identify and contain emerging threats, before an attack is actually delivered. In cases where a data breach has occurred yet remains undetected, our intelligence can accelerate discovery and substantially reduce the costs of the data breach. We develop actionable intelligence that is specifically targeted for each of our clients. The intelligence is updated continuously, allowing our clients to identify and respond to advanced cyber threats and fraud activity with greater speed, accuracy, and effectiveness.

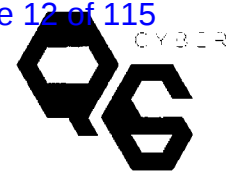
Intelligence Sources

Q6 Cyber monitors a wide array of intelligence sources. The following list contains examples of some of the categories of proven information sources that we monitor on a regular basis:

- **The Darknet**¹ - anonymizing computer networks with restricted access that are extensively used for illegal activities. Popular darknets include Tor, Freenet and I2P.
- **The Deep Web**² - the portion of World Wide Web content that is not indexed by standard search engines and thus hidden from the public, because it is stored in password-protected sites, in a database, in HTML pages many layers deep with complex URL addresses, or other reasons. The Deep Web is believed to be thousands of times larger than the public Web.
- **Hacker forums** – “underground” chat rooms, Internet Relay Chat (IRC), and boards used to exchange ideas, know-how, stolen information, etc.
- **Carding shops** – “underground” marketplaces featuring compromised payment cards and other tools and services for financial fraud.
- **Botnets** – networks of devices infected with malware designed to steal data, send spam, execute DDoS attacks, etc.

¹ Adapted from Wikipedia and <http://searchnetworking.techtarget.com/definition/darknet>

² Adapted from <http://www.pcmag.com/encyclopedia/term/41069/deep-web>



- **Paste sites** - text-sharing sites such as Pastebin and Pastie. Paste sites have become very popular with hackers, who sometimes post stolen data and credentials on such sites.
- **Social media** - sites such as Facebook, Twitter, Google+, Telegram, as well as Weibo (China), and VK (Russia) if applicable. Some communications occur in private groups.

Scope of Services

At Q6 Cyber, we collect information from multiple sources, then analyze and correlate it to provide targeted, valuable and actionable intelligence to disrupt cybercriminal and fraudulent activity directed towards Binance and its customers. We will focus our intelligence collection on the following areas:

- **Account Takeovers** - intelligence on malware campaigns and account takeover schemes targeting Binance. With this intelligence, Binance can take action to 1) proactively prevent unauthorized activity or fraud on such customer accounts, and 2) explore opportunities to counteract TTP's used by cybercriminals to compromise and exploit such accounts.
- **Compromised Payment Cards** – compromised debit and credit cards. With this intelligence, Binance can take action to 1) proactively prevent fraud on customer accounts, and 2) identify the breach source (by analyzing historical transaction activity to identify common points of compromise) and thus prevent future account compromise.

In our engagement with Binance, the data flow is in one direction, from Q6 Cyber to Binance. Binance will not provide any customer account, PII, or other sensitive information to Q6 Cyber. Q6 Cyber will have no access to Binance's IT systems or corporate networks; rather, intelligence will be derived from external sources such as those described in the "Intelligence Sources" section above. Q6 Cyber will not take any action on threats or data detected, unless expressly requested by Binance.

Deliverables

Generally, we will deliver a structured data feed that contains targeted and actionable intelligence findings for Binance. The data is available in several formats (e.g., XSLX, CSV, JSON, and XML), and may be delivered in one of several methods, for example:



- Client HTTPS / SFTP pull: Binance connects and authenticates via https to regularly pull a file containing findings.
- Q6 SFTP / HTTPS push: Q6 Cyber authenticates and sends file via SFTP or logs into an HTTPS site and uploads file.
- Q6 API push: Q6 can call an Binance-hosted API to send the data.
- Encrypted Email.
- Our online portal (IntellihawQ).

We will provide reports on a daily or bi-weekly basis, assuming that items within scope are detected.

Term & Fees

The engagement will begin on the date the last signature is provided below (the "Effective Date"). The term of the engagement is one (1) year. This Statement of Work ("SOW") shall automatically renew for an additional two (2) years on the anniversary of the Effective Date (the "Anniversary"), provided that Binance does not notify Q6 Cyber in writing no less than 30 days prior to the Anniversary that it does not wish to renew this SOW. Our annual subscription fees for services for each module is as follows:

- Account Takeovers - \$105,000.00
- Compromised Payment Cards - \$45,000.00

The annual subscription fee will increase by 3.5% in the second year of services and by 3.5% in the third year of services. We invoice annually at the beginning of each 12-month period. Payment terms are Net30.

There will be a one-time initial implementation fee of \$10,000.

We offer the following financial incentives provided that this Statement of Work is executed on or before June 30th, 2022:

- We will waive the one-time initial implementation fee.

Additional Terms

This Statement of Work is subject to and incorporates by reference Binance's Standard Supplier Terms which can be found at www.binance.com/en/Legal/Supplier-Terms. Notwithstanding the foregoing, this Statement of Work includes the following terms:


- Notwithstanding Section 14 of the Standard Supplier Terms, Q6 Cyber's maximum aggregate liability for breach of contract, tort (including negligence), indemnification, or otherwise shall in no circumstances exceed the price for the services provided under this Statement of Work for the prior twelve (12) months ("Maximum Liability").
- Neither party (nor any affiliates) will be liable to the other party for any incidental, indirect, special, exemplary, punitive, or consequential damages or losses (including any damages arising from lost business, revenue, profits, data, or goodwill) arising in connection with this Statement of Work, whether in an action in contract, tort, strict liability or negligence, or any other actions, even if advised of the possibility of those damages.
- Notwithstanding the foregoing or anything to the contrary set forth in this Statement of Work, Q6 Cyber shall not be obligated to provide any indemnification pursuant to this Statement of Work to Binance, (i) in the event the applicable loss (or losses) has (or have) primarily resulted from the Binance's negligence, willful misconduct, bad faith or a breach of its obligations under this Statement of Work or (ii) in connection with any investigation, litigation or proceeding that is brought by Binance against any other any Binance affiliate or subsidiary and any losses resulting from any such investigation, litigation or proceeding.




Signatures

IN WITNESS WHEREOF, the parties below have executed this Agreement as of the date indicated below.

Q6 Intelligence, LLC: As a duly authorized representative with the authority to enter into agreements and contracts on behalf of Q6 Intelligence, LLC, I hereby provide and accept this Agreement.

Signature: 
Print Name: Eli Dominitz
Title: President
Effective Date: May 18, 2022

Binance: As a duly authorized representative with the authority to enter into agreements and contracts on behalf of Binance, I hereby accept this Agreement.

DocuSigned by:

1AC011BF4F78466...
Signature: Rohit Wad
Print Name: Rohit Wad
Title: Technology Group
Effective Date: 03-Jul-2022



Eli Dominitz <eli@q6cyber.com>

Reminder: Invoice due from Q6 Cyber

27 messages

Q6 Cyber <billing@q6cyber.com>
To: Procurementdesk@binance.com

Wed, Aug 30, 2023 at 9:58 AM

Hello -

Just a reminder that we have not received a payment for this invoice yet. See attached.

We appreciate your prompt payment by ACH or wire.

Let us know if you have questions.

Thanks for your business!

Brit



Accounts Receivables

 **Binance Invoice.pdf**
66K

Q6 Cyber <billing@q6cyber.com>
To: Procurementdesk@binance.com

Thu, Sep 28, 2023 at 4:58 PM

Hello -

Just a reminder that we have not received a payment for this invoice yet. See attached.

We appreciate your prompt payment by ACH or wire.

Would you kindly provide an update on payment status?

Thank you,

Brit



Accounts Receivables

[Quoted text hidden]

 **Binance Invoice.pdf**
66K

'Iris Li' via Billing <billing@q6cyber.com>

Thu, Sep 28, 2023 at 10:36 PM

Reply-To: Iris Li <iris.Li@binance.com>

To: Q6 Cyber <billing@q6cyber.com>, Robert Villanueva <rv@q6cyber.com>, Gerry Zhang <gerry.z@binance.com>

Hi Robert and Q6 Cyber team,

Thanks for the reminder.

As you may be aware and communicated with Gerry before, there's a change in our Legal policies including the contract term and auto-renewal this year, and we are challenged by our legal team on the auto-renewal without their renewal. Our Legal team strictly prohibits auto-renewal and reviews each contract on an annual basis to ensure all the T&C are following our guidelines. And starting from 2022, the signing entity matrix has been updated as well, Legal requests to change all tech-related contracts to our new entity accordingly.

Since Q6 Cyber is our long-term partner and we have had great cooperation in the past, we'd like to seek your understanding and support to see if we could re-sign the contract this year and submit for our Legal's review. As soon as the contract is re-signed and agreed, Legal will notify Finance to release the payment asap.

Attached pls find the standard template of SOW drafted by our Legal, if possible we would suggest to use our template to avoid back and forth and get it approved by Legal smoothly.

Thanks

Iris

[Quoted text hidden]

 **BN-SOW..docx**
36K

Robert Villanueva <rv@q6cyber.com>

Thu, Sep 28, 2023 at 11:59 PM

To: Eli Dominitz <eli@q6cyber.com>

Hi Eli,

I will let you address this Binance unless you want me to? Remember, I mentioned this a couple of months ago after Gerry told me. First time Iris writes to us. I guess it was the past due invoice you sent them.

Let me know,



Robert Villanueva
Executive Vice President
E-Crime Cyber Intelligence
U.S. Secret Service (Ret.)
www.q6cyber.com
mobile: 305-992-2264
office: 954-947-8283

www.iafci.org (Official Partner)

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and Cybercrime together

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 **BN-SOW..docx**
36K

Eli Dominitz <eli@q6cyber.com>

Sun, Oct 1, 2023 at 9:24 PM

To: Iris Li <iris.Li@binance.com>, Robert Villanueva <rv@q6cyber.com>, Gerry Zhang <gerry.z@binance.com>

Hi Iris -

I hope all is well. Your email was shared with me by our finance department.

First, I want to emphasize that as you said, we have been long term partners with Binance and greatly appreciate that. We very much value this relationship and care deeply about delivering value to you.

I understand that you had a change in your internal policies; however, that does not change the following facts:

1. We have a contract that was effective on July 3, 2022 and is now in force until July 2, 2025.
2. The contract was negotiated in good faith by both parties, and all the terms and conditions were agreed upon.
3. We are already 3 months into the second year of services (from July 3, 2023 to today) and as such, talking about renewal is not relevant.

Therefore, I request that you remit payment immediately as the current invoice is overdue.

After that, if you would like us to replace the existing contract with the new SOW template that you sent, I am willing to have a discussion to understand why and for what purpose. Feel free to suggest times for a call and note that I am in the US EST time zone.

Thank you,

Eli



Eli Dominitz | CEO

e. eli@q6cyber.com | w. q6cyber.com

p. 954-947-8284 | c. 617-519-9288

[Quoted text hidden]

[Quoted text hidden]

[Quoted text hidden]

Hello -

[Quoted text hidden]

[Quoted text hidden]

[Quoted text hidden]

[Quoted text hidden]



Eli Dominitz | CEO
e. eli@q6cyber.com | w. q6cyber.com
p. 954-947-8284 | c. 617-519-9288

Iris Li <iris.Li@binance.com>
To: Eli Dominitz <eli@q6cyber.com>
Cc: Robert Villanueva <rv@q6cyber.com>, Gerry Zhang <gerry.z@binance.com>

Sun, Oct 1, 2023 at 10:06 PM

Hi Eli,

Thank you for your prompt response.

However, due to our Legal's policy that prohibits BU from automatically renewing contracts, our original intention was to manually renew the contract for one year and continue with manual renewals in the subsequent years to comply with legal and company policies. Unfortunately, due to the contract owner transition between two BUs, we missed the notice period and the contract was automatically renewed for two years.

To avoid the challenges/effects from Legal for future renewal, and the long-term cooperation, we kindly request your understanding and support in amending the current automatic two-year renewal to a yearly manual renewal. Failure to do so could pose challenges for both our BU and the contract from a legal and financial standpoint, potentially impacting BU's ability to renew the contract in the future.

Your cooperation in this matter is greatly appreciated, and we look forward to resolving this issue to the benefit of both parties.

Thank you for your understanding and assistance.

Sincerely,
Iris
[Quoted text hidden]

Eli Dominitz <eli@q6cyber.com>
To: Iris Li <iris.Li@binance.com>

Sun, Oct 1, 2023 at 10:14 PM

Hi Iris -

We are not going to amend the contract in the middle of the term. We negotiated this in good faith. The fee and other terms in the contract were based on this time commitment. Asking us to change course in the middle of the contract is not fair.

What if we came to you and told you that our internal policies changed and now the price for services is double? Would you amend the contract?

Thanks,

Eli
[Quoted text hidden]

--

[Quoted text hidden]

Iris Li <iris.Li@binance.com>
To: Eli Dominitz <eli@q6cyber.com>

Sun, Oct 1, 2023 at 10:45 PM

Hi Eli,

May I inquire if there is still room for negotiation on this matter? Are there any alternative avenues or methods available to shorten the contract back to one year from auto-renewal of 2 years? Or is this the final stance of Q6 Cyber with no further room for discussion?

Iris
[Quoted text hidden]

Eli Dominitz <eli@q6cyber.com>
To: Mara Gibor <mgibor@q6cyber.com>, Robert Villanueva <rv@q6cyber.com>

Sun, Oct 1, 2023 at 10:47 PM

See back and forth below.
My gut instinct is that they want to be able to cancel next year.
Your thoughts?
[Quoted text hidden]

Robert Villanueva <rv@q6cyber.com>
To: Eli Dominitz <eli@q6cyber.com>
Cc: Mara Gibor <mgibor@q6cyber.com>

Mon, Oct 2, 2023 at 11:10 AM

Eli,

I agree. Looks like they just started to recently even look at our ATO data. This may be a way for them not to renew the contract in year three. They need to honor our negotiated contract and pay the past due invoice.

I believe there was a scheduled call with Binance today to review cards/ATO's.

Mara thoughts?

Greetings from Oregon,



Robert Villanueva
Executive Vice President
E-Crime Cyber Intelligence
U.S. Secret Service (Ret.)
www.q6cyber.com
mobile: 305-992-2264
office: 954-947-8283

www.iafci.org (Official Partner)

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and Cybercrime together

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Eli Dominitz <eli@q6cyber.com>
To: Iris Li <iris.Li@binance.com>

Mon, Oct 2, 2023 at 12:01 PM

Hi Iris -

As I mentioned earlier, we are already 3 months into the second year of services (from July 3, 2023 to today) and we have an overdue invoice. The first order of business should be to remit that payment and ensure that your new team is optimally utilizing our intelligence. On the latter point, I understand that our teams had a call earlier this morning and things are going very well, so I am very happy with that.

Thanks,

Eli



Eli Dominitz | CEO
e. eli@q6cyber.com | w. q6cyber.com
p. 954-947-8284 | c. 617-519-9288

[Quoted text hidden]

Eli Dominitz <eli@q6cyber.com>
To: Mara Gibor <mgibor@q6cyber.com>, Robert Villanueva <rv@q6cyber.com>

Mon, Oct 2, 2023 at 12:02 PM

fyi
If it comes up in your discussions with them, just say this is not your area but it's Finance and Legal that handle this. I don't want you to be the bad guys.



Eli Dominitz | CEO
e. eli@q6cyber.com | w. q6cyber.com
p. 954-947-8284 | c. 617-519-9288

[Quoted text hidden]

Eli Dominitz <eli@q6cyber.com>
To: Iris Li <iris.Li@binance.com>

Sun, Oct 29, 2023 at 10:05 PM

Hi Iris -

I hope all is well.

My finance folks informed me that the invoice is still overdue and that they have not heard from you. Is there a reason for this? Would you please update me on the status of the payment?

Thank you,

Eli



Eli Dominitz | CEO
e. eli@q6cyber.com | w. q6cyber.com
p. 954-947-8284 | c. 617-519-9288

[Quoted text hidden]

Iris Li <iris.Li@binance.com>
To: Eli Dominitz <eli@q6cyber.com>

Sun, Oct 29, 2023 at 11:26 PM

Hi Eli,

The request was pushed back again from the Finance and Legal team that they are still firm on non-auto-renewal. We have talked with them several times, the final suggestion from the functional team is that they can give special green light to this auto-renewal to agree with the auto-renewal of this year but we should avoid the second year's auto-renewal as Legal needs to review the contract on a annually basis. They will pay immediately upon the agreement of above. BU is now facing huge pressure and challenges from Finance & Legal. Both BU and Procurement aim to keep the service and cooperation with Q6 Cyber but we also need to get approval from those functional teams to get payment approved. We've tried our best on it.

Iris

[Quoted text hidden]

Eli Dominitz <eli@q6cyber.com>
To: Iris Li <iris.Li@binance.com>

Mon, Oct 30, 2023 at 9:22 AM

Thank you for the update. With all due respect , this refusal to pay and abide by the contract is not professional, to say the least.

Please send me the contact information of the legal team. Our attorneys will reach out to them.

Thanks,

Eli

[Quoted text hidden]

Iris Li <iris.Li@binance.com>

Fri, Nov 3, 2023 at 8:36 AM

To: Eli Dominitz <eli@q6cyber.com>

Cc: Gerry Zhang <gerry.z@binance.com>

Hi Eli,

Let me check with the business owner on it to see if we could solve this issue, and will get back to you next week.

Iris

[Quoted text hidden]

Eli Dominitz <eli@q6cyber.com>

Mon, Nov 6, 2023 at 3:55 PM

To: Iris Li <iris.Li@binance.com>

Thanks; who is the business owner? Who is the decision maker?



Eli Dominitz | CEO

e. eli@q6cyber.com | w. q6cyber.com

p. 954-947-8284 | c. 617-519-9288

[Quoted text hidden]

Eli Dominitz <eli@q6cyber.com>

Mon, Nov 20, 2023 at 11:17 AM

To: Iris Li <iris.Li@binance.com>

Hi Iris -

I would like to resolve this matter one way or another by the end of this week.

Therefore, I ask you to please connect me with the business owner / the decision maker. Alternatively, please provide the contact information for your legal officer.

Thank you,

Eli



Eli Dominitz | CEO
e. eli@q6cyber.com | w. q6cyber.com
p. 954-947-8284 | c. 617-519-9288

[Quoted text hidden]

Iris Li <iris.Li@binance.com>
To: Eli Dominitz <eli@q6cyber.com>, Nicole Zhang <Nicole@binance.com>

Tue, Nov 21, 2023 at 12:16 AM

We are already in the payment process now. Nicole is following up with Finance currently.

@Nicole Zhang feel free to ask here if you have any questions regarding the payment release.

Iris

[Quoted text hidden]

Eli Dominitz <eli@q6cyber.com>
To: Iris Li <iris.Li@binance.com>
Cc: Nicole Zhang <Nicole@binance.com>

Tue, Nov 21, 2023 at 8:29 AM

Thank you. When will the payment be made? Is it by ACH or wire transfer?

[Quoted text hidden]

Nicole Zhang <nicole@binance.com>
To: Eli Dominitz <eli@q6cyber.com>
Cc: Iris Li <iris.Li@binance.com>

Tue, Nov 21, 2023 at 1:53 PM

Hi Eli

Can you accept Reap payments? In other words, third-party payment, the payer is not Binance.

Nicole

Eli Dominitz <eli@q6cyber.com> 于2023年11月21日周二 17:29写道:

[Quoted text hidden]

Eli Dominitz <eli@q6cyber.com>
To: Nicole Zhang <nicole@binance.com>
Cc: Iris Li <iris.Li@binance.com>

Tue, Nov 21, 2023 at 2:04 PM

If they can remit payment to us via ACh or wire, then it's fine.



Eli Dominitz | CEO
e. eli@q6cyber.com | w. q6cyber.com
p. 954-947-8284 | c. 617-519-9288

[Quoted text hidden]

Nicole Zhang <nicole@binance.com>
To: Eli Dominitz <eli@q6cyber.com>
Cc: Iris Li <iris.Li@binance.com>

Wed, Nov 29, 2023 at 4:56 AM

Hi Eli

Can you provide swift code?

Nicole

Eli Dominitz <eli@q6cyber.com> 于2023年11月21日周二 23:05写道:

[Quoted text hidden]

Nicole Zhang <nicole@binance.com>
To: Eli Dominitz <eli@q6cyber.com>
Cc: Iris Li <iris.Li@binance.com>

Thu, Nov 30, 2023 at 2:05 AM

Hi Eli

For smooth payment, can you provide the swift code as soon as possible?

Thank you!

Nicole

Nicole Zhang <nicole@binance.com> 于2023年11月29日周三 13:56写道:

[Quoted text hidden]

Eli Dominitz <eli@q6cyber.com>
To: Nicole Zhang <Nicole@binance.com>
Cc: Iris Li <iris.Li@binance.com>

Thu, Nov 30, 2023 at 9:36 AM

Here you go -

SWIFT code: BOFAUS3N
Bank of America, N.A.
222 Broadway, New York, NY 10038

[Quoted text hidden]

Nicole Zhang <nicole@binance.com>
To: Eli Dominitz <eli@q6cyber.com>
Cc: Iris Li <iris.Li@binance.com>

Fri, Dec 1, 2023 at 2:13 AM

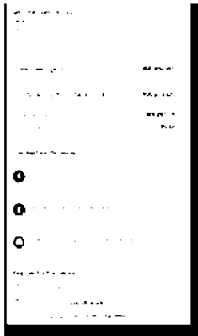
Hi Eli

Payment has been completed, please check whether the payment has been received on December 4th.

Nicole

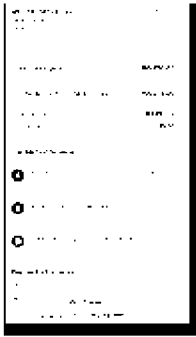
Eli Dominitz <eli@q6cyber.com> 于2023年11月30日周四 18:36写道:

[Quoted text hidden]



截屏2023-12-01 11.12.03.png
489K

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截屏2023-12-01 11.12.03.png
489K

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY
NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY



Eli Dominitz <eli@q6cyber.com>

Reminder: Invoice due from Q6 Cyber

27 messages

Q6 Cyber <billing@q6cyber.com>
To: Procurementdesk@binance.com

Wed, Aug 30, 2023 at 9:58 AM

Hello -

Just a reminder that we have not received a payment for this invoice yet. See attached.

We appreciate your prompt payment by ACH or wire.

Let us know if you have questions.

Thanks for your business!

Brit



Accounts Receivables

 **Binance Invoice.pdf**
66K

Q6 Cyber <billing@q6cyber.com>
To: Procurementdesk@binance.com

Thu, Sep 28, 2023 at 4:58 PM

Hello -

Just a reminder that we have not received a payment for this invoice yet. See attached.

We appreciate your prompt payment by ACH or wire.

Would you kindly provide an update on payment status?

Thank you,

Brit



Accounts Receivables

[Quoted text hidden]

 **Binance Invoice.pdf**
66K

'Iris Li' via Billing <billing@q6cyber.com>

Thu, Sep 28, 2023 at 10:36 PM

Reply-To: Iris Li <iris.Li@binance.com>

To: Q6 Cyber <billing@q6cyber.com>, Robert Villanueva <rv@q6cyber.com>, Gerry Zhang <gerry.z@binance.com>

Hi Robert and Q6 Cyber team,

Thanks for the reminder.

As you may be aware and communicated with Gerry before, there's a change in our Legal policies including the contract term and auto-renewal this year, and we are challenged by our legal team on the auto-renewal without their renewal. Our Legal team strictly prohibits auto-renewal and reviews each contract on an annual basis to ensure all the T&C are following our guidelines. And starting from 2022, the signing entity matrix has been updated as well, Legal requests to change all tech-related contracts to our new entity accordingly.

Since Q6 Cyber is our long-term partner and we have had great cooperation in the past, we'd like to seek your understanding and support to see if we could re-sign the contract this year and submit for our Legal's review. As soon as the contract is re-signed and agreed, Legal will notify Finance to release the payment asap.

Attached pls find the standard template of SOW drafted by our Legal, if possible we would suggest to use our template to avoid back and forth and get it approved by Legal smoothly.

Thanks

Iris

[Quoted text hidden]

 **BN-SOW..docx**
36K

Robert Villanueva <rv@q6cyber.com>

Thu, Sep 28, 2023 at 11:59 PM

To: Eli Dominitz <eli@q6cyber.com>

Hi Eli,

I will let you address this Binance unless you want me to? Remember, I mentioned this a couple of months ago after Gerry told me. First time Iris writes to us. I guess it was the past due invoice you sent them.

Let me know,



Robert Villanueva
Executive Vice President
E-Crime Cyber Intelligence
U.S. Secret Service (Ret.)
www.q6cyber.com
mobile: 305-992-2264
office: 954-947-8283

www.iafci.org (Official Partner)

Combating Fraud, Financial
and Cybercrime together

[Quoted text hidden]

 **BN-SOW..docx**
36K

Eli Dominitz <eli@q6cyber.com>

Sun, Oct 1, 2023 at 9:24 PM

To: Iris Li <iris.Li@binance.com>, Robert Villanueva <rv@q6cyber.com>, Gerry Zhang <gerry.z@binance.com>

Hi Iris -

I hope all is well. Your email was shared with me by our finance department.

First, I want to emphasize that as you said, we have been long term partners with Binance and greatly appreciate that. We very much value this relationship and care deeply about delivering value to you.

I understand that you had a change in your internal policies; however, that does not change the following facts:

1. We have a contract that was effective on July 3, 2022 and is now in force until July 2, 2025.
2. The contract was negotiated in good faith by both parties, and all the terms and conditions were agreed upon.
3. We are already 3 months into the second year of services (from July 3, 2023 to today) and as such, talking about renewal is not relevant.

Therefore, I request that you remit payment immediately as the current invoice is overdue.

After that, if you would like us to replace the existing contract with the new SOW template that you sent, I am willing to have a discussion to understand why and for what purpose. Feel free to suggest times for a call and note that I am in the US EST time zone.

Thank you,

Eli



Eli Dominitz | CEO

e. eli@q6cyber.com | w. q6cyber.com

p. 954-947-8284 | c. 617-519-9288

[Quoted text hidden]

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[Quoted text hidden]

Hello -

[Quoted text hidden]

[Quoted text hidden]

[Quoted text hidden]

[Quoted text hidden]


Watch us on ! The latest on the
growing nationwide check fraud problem



Eli Dominitz | CEO
e. eli@q6cyber.com | w. q6cyber.com
p. 954-947-8284 | c. 617-519-9288

Iris Li <iris.Li@binance.com>
To: Eli Dominitz <eli@q6cyber.com>
Cc: Robert Villanueva <rv@q6cyber.com>, Gerry Zhang <gerry.z@binance.com>

Sun, Oct 1, 2023 at 10:06 PM

Hi Eli,

Thank you for your prompt response.

However, due to our Legal's policy that prohibits BU from automatically renewing contracts, our original intention was to manually renew the contract for one year and continue with manual renewals in the subsequent years to comply with legal and company policies. Unfortunately, due to the contract owner transition between two BUs, we missed the notice period and the contract was automatically renewed for two years.

To avoid the challenges/effects from Legal for future renewal, and the long-term cooperation, we kindly request your understanding and support in amending the current automatic two-year renewal to a yearly manual renewal. Failure to do so could pose challenges for both our BU and the contract from a legal and financial standpoint, potentially impacting BU's ability to renew the contract in the future.

Your cooperation in this matter is greatly appreciated, and we look forward to resolving this issue to the benefit of both parties.

Thank you for your understanding and assistance.

Sincerely,
Iris
[Quoted text hidden]

Eli Dominitz <eli@q6cyber.com>
To: Iris Li <iris.Li@binance.com>

Sun, Oct 1, 2023 at 10:14 PM

Hi Iris -

We are not going to amend the contract in the middle of the term. We negotiated this in good faith. The fee and other terms in the contract were based on this time commitment. Asking us to change course in the middle of the contract is not fair.

What if we came to you and told you that our internal policies changed and now the price for services is double? Would you amend the contract?

Thanks,

Eli
[Quoted text hidden]

--

[Quoted text hidden]

Iris Li <iris.li@binance.com>
To: Eli Dominitz <eli@q6cyber.com>

Sun, Oct 1, 2023 at 10:45 PM

Hi Eli,

May I inquire if there is still room for negotiation on this matter? Are there any alternative avenues or methods available to shorten the contract back to one year from auto-renewal of 2 years? Or is this the final stance of Q6 Cyber with no further room for discussion?

Iris

[Quoted text hidden]

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NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY

[Quoted text hidden]

Eli Dominitz <eli@q6cyber.com>
To: Iris Li <iris.Li@binance.com>

Mon, Oct 2, 2023 at 12:01 PM

Hi Iris -

As I mentioned earlier, we are already 3 months into the second year of services (from July 3, 2023 to today) and we have an overdue invoice. The first order of business should be to remit that payment and ensure that your new team is optimally utilizing our intelligence. On the latter point, I understand that our teams had a call earlier this morning and things are going very well, so I am very happy with that.

Thanks,

Eli



Eli Dominitz | CEO
e. eli@q6cyber.com | w. q6cyber.com
p. 954-947-8284 | c. 617-519-9288

[Quoted text hidden]

Eli Dominitz <eli@q6cyber.com>
To: Iris Li <iris.Li@binance.com>

Sun, Oct 29, 2023 at 10:05 PM

Hi Iris -

I hope all is well.

My finance folks informed me that the invoice is still overdue and that they have not heard from you. Is there a reason for this? Would you please update me on the status of the payment?

Thank you,

Eli



Eli Dominitz | CEO
e. eli@q6cyber.com | w. q6cyber.com
p. 954-947-8284 | c. 617-519-9288

[Quoted text hidden]

Iris Li <iris.Li@binance.com>
To: Eli Dominitz <eli@q6cyber.com>

Sun, Oct 29, 2023 at 11:26 PM

Hi Eli,

The request was pushed back again from the Finance and Legal team that they are still firm on non-auto-renewal. We have talked with them several times, the final suggestion from the functional team is that they can give special green light to this auto-renewal to agree with the auto-renewal of this year but we should avoid the second year's auto-renewal as Legal needs to review the contract on a annually basis. They will pay immediately upon the agreement of above. BU is now facing huge pressure and challenges from Finance & Legal. Both BU and Procurement aim to keep the service and cooperation with Q6 Cyber but we also need to get approval from those functional teams to get payment approved. We've tried our best on it.

Iris

[Quoted text hidden]

Eli Dominitz <eli@q6cyber.com>
To: Iris Li <iris.Li@binance.com>

Mon, Oct 30, 2023 at 9:22 AM

Thank you for the update. With all due respect , this refusal to pay and abide by the contract is not professional, to say the least.

Please send me the contact information of the legal team. Our attorneys will reach out to them.

Thanks,

Eli

[Quoted text hidden]

Iris Li <iris.Li@binance.com>
To: Eli Dominitz <eli@q6cyber.com>
Cc: Gerry Zhang <gerry.z@binance.com>

Fri, Nov 3, 2023 at 8:36 AM

Hi Eli,

Let me check with the business owner on it to see if we could solve this issue, and will get back to you next week.

Iris

[Quoted text hidden]

Eli Dominitz <eli@q6cyber.com>
To: Iris Li <iris.Li@binance.com>

Mon, Nov 6, 2023 at 3:55 PM

Thanks; who is the business owner? Who is the decision maker?



Eli Dominitz | CEO
e. eli@q6cyber.com | w. q6cyber.com
p. 954-947-8284 | c. 617-519-9288

[Quoted text hidden]

Eli Dominitz <eli@q6cyber.com>
To: Iris Li <iris.Li@binance.com>

Mon, Nov 20, 2023 at 11:17 AM

Hi Iris -

I would like to resolve this matter one way or another by the end of this week.

Therefore, I ask you to please connect me with the business owner / the decision maker. Alternatively, please provide the contact information for your legal officer.

Thank you,

Eli



Eli Dominitz | CEO
e. eli@q6cyber.com | w. q6cyber.com
p. 954-947-8284 | c. 617-519-9288

[Quoted text hidden]

Iris Li <iris.Li@binance.com>
To: Eli Dominitz <eli@q6cyber.com>, Nicole Zhang <Nicole@binance.com>

Tue, Nov 21, 2023 at 12:16 AM

We are already in the payment process now. Nicole is following up with Finance currently.

@Nicole Zhang feel free to ask here if you have any questions regarding the payment release.

Iris

[Quoted text hidden]

Eli Dominitz <eli@q6cyber.com>
To: Iris Li <iris.Li@binance.com>
Cc: Nicole Zhang <Nicole@binance.com>

Tue, Nov 21, 2023 at 8:29 AM

Thank you. When will the payment be made? Is it by ACH or wire transfer?

[Quoted text hidden]

Nicole Zhang <nicole@binance.com>
To: Eli Dominitz <eli@q6cyber.com>
Cc: Iris Li <iris.Li@binance.com>

Tue, Nov 21, 2023 at 1:53 PM

Hi Eli

Can you accept Reap payments? In other words, third-party payment, the payer is not Binance.

Nicole

Eli Dominitz <eli@q6cyber.com> 于2023年11月21日周二 17:29写道:

[Quoted text hidden]

Eli Dominitz <eli@q6cyber.com>
To: Nicole Zhang <nicole@binance.com>
Cc: Iris Li <iris.Li@binance.com>

Tue, Nov 21, 2023 at 2:04 PM

If they can remit payment to us via ACh or wire, then it's fine.



Watch us on ! The latest on the
growing nationwide check fraud problem



Eli Dominitz | CEO
e. eli@q6cyber.com | w. q6cyber.com
p. 954-947-8284 | c. 617-519-9288

[Quoted text hidden]

Nicole Zhang <nicole@binance.com>
To: Eli Dominitz <eli@q6cyber.com>
Cc: Iris Li <iris.li@binance.com>

Wed, Nov 29, 2023 at 4:56 AM

Hi Eli

Can you provide swift code?

Nicole

Eli Dominitz <eli@q6cyber.com> 于2023年11月21日周二 23:05写道:

[Quoted text hidden]

Nicole Zhang <nicole@binance.com>
To: Eli Dominitz <eli@q6cyber.com>
Cc: Iris Li <iris.li@binance.com>

Thu, Nov 30, 2023 at 2:05 AM

Hi Eli

For smooth payment, can you provide the swift code as soon as possible?

Thank you!

Nicole

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[Quoted text hidden]

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Iris

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Please send me the contact information of the legal team. Our attorneys will reach out to them.

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Eli

On Sun, Oct 29, 2023 at 11:26PM Iris Li <iris.Li@binance.com> wrote:

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We have talked with them several times, the final suggestion from the functional team is that they can give special green light to this auto-renewal to agree with the auto-renewal of this year but we should avoid the second year's auto-renewal as Legal needs to review the contract on an annually basis. They will pay immediately upon the agreement of above.

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Iris

On Mon, Oct 30, 2023 at 10:06AM Eli Dominitz <eli@q6cyber.com> wrote:

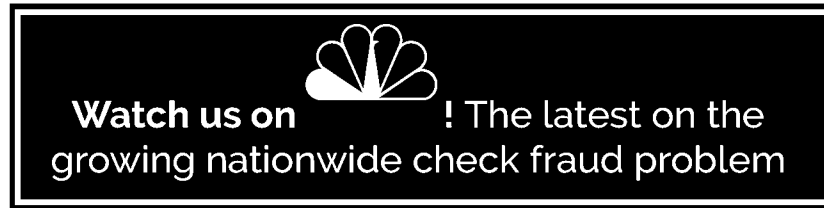
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Thank you,

Eli



Eli Dominitz | CEO
e. eli@q6cyber.com | w. q6cyber.com
p. 954-947-8284 | c. 617-519-9288

On Mon, Oct 2, 2023 at 12:01PM Eli Dominitz <eli@q6cyber.com> wrote:
Hi Iris -

As I mentioned earlier, we are already 3 months into the second year of services (from July 3, 2023 to today) and we have an overdue invoice. The first order of business should be to remit that payment and ensure that your new team is optimally utilizing our intelligence. On the latter point, I understand that our teams had a call earlier this morning and things are going very well, so I am very happy with that.

Thanks,

Eli



Eli Dominitz | CEO
e. eli@q6cyber.com | w. q6cyber.com
p. 954-947-8284 | c. 617-519-9288

On Sun, Oct 1, 2023 at 10:45PM Iris Li <iris.Li@binance.com> wrote:
Hi Eli,

May I inquire if there is still room for negotiation on this matter? Are there any alternative avenues or methods available to shorten the contract back to one year from auto-renewal of 2 years? Or is this the final stance of Q6 Cyber with no further room for discussion?

Iris

On Mon, Oct 2, 2023 at 10:14AM Eli Dominitz <eli@q6cyber.com> wrote:

Hi Iris -

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What if we came to you and told you that our internal policies changed and now the price for services is double? Would you amend the contract?

Thanks,

Eli

On Sun, Oct 1, 2023 at 10:07 PM Iris Li <iris.Li@binance.com> wrote:
Hi Eli,

Thank you for your prompt response.

However, due to our Legal's policy that prohibits BU from automatically renewing contracts, our original intention was to manually renew the contract for one year and continue with manual renewals in the subsequent years to comply with legal and company policies. Unfortunately, due to the contract owner transition between two BUs, we missed the notice period and the contract was automatically renewed for two years.

To avoid the challenges/effects from Legal for future renewal, and the long-term cooperation, we kindly request your understanding and support in amending the current automatic two-year renewal to a yearly manual renewal. Failure to do so could pose challenges for both our BU and the contract from a legal and financial standpoint, potentially impacting BU's ability to renew the contract in the future.

Your cooperation in this matter is greatly appreciated, and we look forward to resolving this issue to the benefit of both parties.

Thank you for your understanding and assistance.

Sincerely,
Iris

On Mon, Oct 2, 2023 at 9:25AM Eli Dominitz <eli@q6cyber.com> wrote:

Hi Iris -

I hope all is well. Your email was shared with me by our finance department.

First, I want to emphasize that as you said, we have been long term partners with Binance and greatly appreciate that. We very much value this relationship and care deeply about delivering value to you.

I understand that you had a chance in your internal policies; however, that does not change the following facts:

1. We have a contract that was effective on July 3, 2022 and is now in force until July 2, 2025.
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Thank you,

Eli



Eli Dominitz | CEO
e. eli@q6cyber.com | w. q6cyber.com
p. 954-947-8284 | c. 617-519-9288

On Thu, Sep 28, 2023 at 10:36PM 'Iris Li' via Billing <billing@q6cyber.com> wrote:

Hi Robert and Q6 Cyber team,

Thanks for the reminder.

As you may be aware and communicated with Gerry before, there's a change in our Legal policies including the contract term and auto-renewal this year, and we are challenged by our legal team on the auto-renewal without their renewal.

Our Legal team strictly prohibits auto-renewal and reviews each contract on an annual basis to ensure all the T&C are following our guidelines. And starting from 2022, the signing entity matrix has been updated as well, Legal requests to change all tech-related contracts to our new entity accordingly.

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Attached pls find the standard template of SOW drafted by our Legal, if possible we would suggest to use our template to avoid back and forth and get it approved by Legal smoothly.

Thanks

Iris

On Fri, Sep 29, 2023 at 4:59AM Q6 Cyber

<billing@q6cyber.com> wrote:

Hello -

Just a reminder that we have not received a payment for this invoice yet. See attached.

We appreciate your prompt payment by ACH or wire.

Would you kindly provide an update on payment status?

Thank you,

Brit



Accounts Receivables

----- Forwarded message -----

From: **Q6 Cyber** <billing@q6cyber.com>

Date: Wed, Aug 30, 2023 at 9:58AM

Subject: Reminder: Invoice due from Q6 Cyber
To: <Procurementdesk@binance.com>

Hello -

Just a reminder that we have not received a payment for this invoice yet. See attached.

We appreciate your prompt payment by ACH or wire.

Let us know if you have questions.

Thanks for your business!

Brit

Watch us on  ! The latest on the growing nationwide check fraud problem



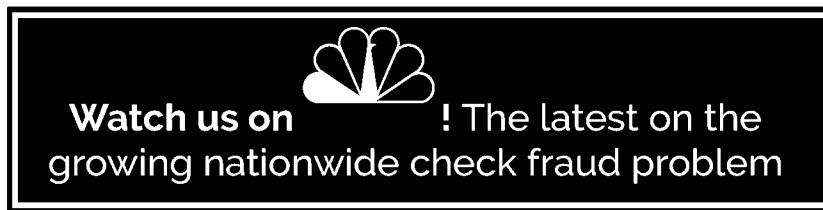
Eli Dominitz | CEO
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p. 954-947-8284 | c. 617-519-9288

Watch us on  ! The latest on the growing nationwide check fraud problem



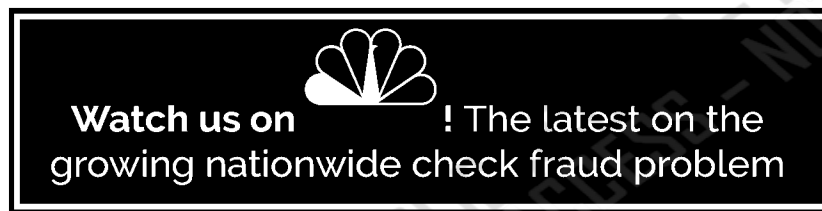
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e. eli@q6cyber.com | w. q6cyber.com
p. 954-947-8284 | c. 617-519-9288

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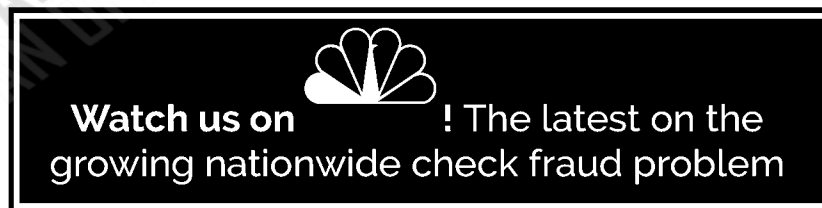
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Robert Garson
20802 Biscayne Blvd, 4th Fl.
Aventura, FL 33180
E: rg@gs2law.com
P: +1.212-380-3623

June 19, 2024

YY Choo
Commercial Counsel
Binance Legal
Concorde Shopping Centre, #B1-03,
Singapore 169075
By Email to: yy.choo@binance.com

Re: Unlawful Attempt to Terminate Agreement with Q6Cyber

Dear Mr. Choo,

We are litigation counsel to Q6 Intelligence LLC, DBA Q6 Cyber, ("Q6") the counterparty to an agreement executed on July 3, 2022, with Binance Investments Co., Ltd ("Binance") (the "Agreement"). We have had sight of Binance's annual unlawful attempt to terminate the Agreement, which is binding for its full term, by way of email of May 20, 2024.

Just as Binance's attempts were unavailing in 2023, resulting in Binance paying what was due, and further ratifying the Agreement and its binding nature, so too do Binance's repackaged arguments fail now. On October 29, 2023, Iris Li wrote to Eli Dominitz, the CEO of Q6, informing Q6 that a "special green light" was given to the auto-renewal of the Agreement, and proposed payment on the basis that Q6 would review the contract on an annual basis. On November 3, 2023, Mr. Dominitz, rejected, demanded to speak to the legal team, and followed up with the request on November 21, 2023. Ms. Li, copying Ms. Zhang, then informed Q6 that payment was being made, and it duly was on December 1, 2023. There was neither qualification nor reservation. Hence, the Agreement and its autorenewal provision was ratified and performed upon. Therefore, the auto-renewal term in the Agreement is effective and enforceable.

It bears reminding Binance at this stage, that it received the benefit of a lower annual fee because it committed to a three-year agreement. Had that not been the case, Binance's annual fee would have been proportionately greater. Having taken the benefit of the bargain, Binance now wishes to welch, and will not do.

First, there is an issue whether the "termination for convenience" clause was present in Binance's Standard Supplier Terms at <https://www.binance.com/en/Legal/Supplier-Terms> in or around July 3, 2022 as they are not attached to the executed agreement and the page does not indicate the prevailing terms at the relevant time. Secondly, even if this clause existed, such a term was not incorporated on the face of the Agreement and that it was not in force, as ratified by Binance's performance of the second renewal term at the end of 2023.

Q6 intends to perform the agreement through the termination date of July 2, 2025, and expects payment as originally agreed to between the parties. Should Binance renege on its obligations, Q6 will be compelled to use all legal remedies at its disposal to recover its damages.



Continuation Page

If we can be of assistance on this or any other matter, please feel free to email to schedule a mutually convenient time to speak.

All rights reserved.

Yours sincerely,

A handwritten signature in black ink, appearing to be "R. Garson", followed by a period.

Robert Garson

cc: Iris Li, Gerry Zhang

28 June 2024

GS2Law

20802 Biscayne Blvd, 4th Fl.
Aventura, FL 33180

By E-mail Only: rg@gs2law.com

Attention: Mr Robert Garson

Dear Sirs

**Termination of Statement of Work between Q6 Intelligence LLC ("Q6 Cyber") and Binance
executed on 3 July 2022 (the "Agreement")**

1. We refer to our email dated 20 May 2024 ("**20 May Email**") and your letter dated 19 June 2024 ("**Your Letter**").
2. By our 20 May Email, Binance provided your client with written notice of termination of the Agreement with effect from 2 July 2024 pursuant to the Binance Standard Supplier Terms ("**Notice of Termination**"), in particular Clause 15.1 which provides that:

*"Without affecting any right or remedy available to it, [Binance] **may terminate the [Agreement] for convenience at written notice to [Q6 Cyber, as Supplier] at no cost to [Binance]**, except that [Q6 Cyber] may invoice [Binance] for any Services and products and work-in-progress not yet invoiced at a pro-rated price based on the percentage of work completed before the termination date."*

3. Your Letter seeks to challenge the validity of Binance's Notice of Termination. Q6 Cyber does not deny the validity or effect of Clause 15.1, and instead claims that the Binance Standard Supplier Terms (including but not limited to Clause 15.1) had never been agreed to by Q6 Cyber or were not duly incorporated into the Agreement. We are unable to agree with Q6 Cyber's position, which is clearly contradicted by the facts and evidence.
4. We do not propose to respond to each and every allegation in Your Letter and reserve the right to do so at the appropriate forum and juncture. The fact that we have not specifically addressed any assertion should not be construed as an admission or waiver in respect of the same. For present purposes, it suffices for us to highlight the following:
5. It is entirely indisputable that the Binance Standard Supplier Terms (accessible at <https://www.binance.com/en/Legal/Supplier-Terms>)¹, were agreed between the parties and were duly incorporated in the Agreement.

(a) On 28 June 2022, our Walter Zhang wrote to your client via email informing them of Binance's requirements that *"all engagements with vendors will be subject to our standard terms which [have been] referenced in the [Agreement]"* and that clauses initially proposed by your client had accordingly been *"replaced [...] with a reference to our online terms. <https://www.binance.com/en/Legal/Supplier-Terms>"*. Mr Zhang's email further invited your client to *"discuss [...] if [they] have any questions about the Binance Standard Supplier Terms"* and offered to arrange a meeting for your client and Binance's legal team.

(b) The following day on 29 June 2022, your client's Eli Dominitz responded by email to confirm that your client *"accept[s] Binance's standard terms"*, save to add three additional clauses dealing with limitation of liability. We then confirmed on 30 June 2022

¹ which have been unchanged since 3 July 2022

that "[t]he proposed changes are acceptable to us" and that the Agreement would be executed shortly.

(c) It is evident from the foregoing that your client:

- (i) had been provided a copy of the Binance Standard Supplier Terms via URL;
- (ii) had carefully considered the Binance Standard Supplier Terms and negotiated exceptions to such of those terms that it did not agree with (such as the limitation of liability clauses), but deliberately chose not to do the same in respect of the termination for convenience clause; and
- (iii) expressly acknowledged and accepted the incorporation of the Binance Standard Supplier Terms as part of the Agreement.

(d) Indeed, the finalised Agreement which was executed by Q6 Cyber on 18 May 2022 and by Binance on 3 July 2022 clearly provides that "[t]his Statement of Work is subject to and incorporates by reference Binance's Supplier Terms which can be found at www.binance.com/en/Legal/Supplier-Terms".

6. As Mr Dominitz himself acknowledged in two separate emails on 2 October 2023, the Agreement was "*negotiated in good faith*" by both parties and "*all the terms and conditions were agreed upon*". Your client cannot now renege on their express agreement to the incorporation of the Binance Standard Supplier Terms to avoid the lawful exercise of Binance's right of termination for convenience.
7. For completeness, any prior renewal of the Agreement does not and cannot affect the validity or scope of Clause 15.1 of the Binance Standard Supplier Terms, the clear purpose of which is to provide Binance with the right to terminate any subsisting Statement of Work for Binance's convenience.
8. Accordingly, take notice that as at 20 May 2024 and in any event by the date of this letter, Binance has lawfully exercised its right to terminate the Agreement for convenience with effect from 2 July 2024 pursuant to Clause 15.1 of the Binance Standard Supplier Terms. As full payment has been made for all services provided up to the date of termination of the Agreement, there are no outstanding obligations or liabilities from Binance.
9. All of Binance's rights are reserved.

Yours faithfully

Binance

Binance Legal



Eli Dominitz <eli@q6cyber.com>

Reminder: Invoice due from Q6 Cyber

27 messages

Q6 Cyber <billing@q6cyber.com>
To: Procurementdesk@binance.com

Wed, Aug 30, 2023 at 9:58 AM

Hello -

Just a reminder that we have not received a payment for this invoice yet. See attached.

We appreciate your prompt payment by ACH or wire.

Let us know if you have questions.

Thanks for your business!

Brit



Accounts Receivables

 **Binance Invoice.pdf**
66K

Q6 Cyber <billing@q6cyber.com>
To: Procurementdesk@binance.com

Thu, Sep 28, 2023 at 4:58 PM

Hello -

Just a reminder that we have not received a payment for this invoice yet. See attached.

We appreciate your prompt payment by ACH or wire.

Would you kindly provide an update on payment status?

Thank you,

Brit



Accounts Receivables

[Quoted text hidden]

 **Binance Invoice.pdf**
66K

'Iris Li' via Billing <billing@q6cyber.com>

Thu, Sep 28, 2023 at 10:36 PM

Reply-To: Iris Li <iris.Li@binance.com>

To: Q6 Cyber <billing@q6cyber.com>, Robert Villanueva <rv@q6cyber.com>, Gerry Zhang <gerry.z@binance.com>

Hi Robert and Q6 Cyber team,

Thanks for the reminder.

As you may be aware and communicated with Gerry before, there's a change in our Legal policies including the contract term and auto-renewal this year, and we are challenged by our legal team on the auto-renewal without their renewal. Our Legal team strictly prohibits auto-renewal and reviews each contract on an annual basis to ensure all the T&C are following our guidelines. And starting from 2022, the signing entity matrix has been updated as well, Legal requests to change all tech-related contracts to our new entity accordingly.

Since Q6 Cyber is our long-term partner and we have had great cooperation in the past, we'd like to seek your understanding and support to see if we could re-sign the contract this year and submit for our Legal's review. As soon as the contract is re-signed and agreed, Legal will notify Finance to release the payment asap.

Attached pls find the standard template of SOW drafted by our Legal, if possible we would suggest to use our template to avoid back and forth and get it approved by Legal smoothly.

Thanks

Iris

[Quoted text hidden]

 **BN-SOW..docx**
36K

Robert Villanueva <rv@q6cyber.com>

Thu, Sep 28, 2023 at 11:59 PM

To: Eli Dominitz <eli@q6cyber.com>

Hi Eli,

I will let you address this Binance unless you want me to? Remember, I mentioned this a couple of months ago after Gerry told me. First time Iris writes to us. I guess it was the past due invoice you sent them.

Let me know,



Robert Villanueva
Executive Vice President
E-Crime Cyber Intelligence
U.S. Secret Service (Ret.)
www.q6cyber.com
mobile: 305-992-2264
office: 954-947-8283

www.iafci.org (Official Partner)

Combating Fraud, Financial
and Cybercrime together

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 **BN-SOW..docx**
36K

Eli Dominitz <eli@q6cyber.com>

Sun, Oct 1, 2023 at 9:24 PM

To: Iris Li <iris.Li@binance.com>, Robert Villanueva <rv@q6cyber.com>, Gerry Zhang <gerry.z@binance.com>

Hi Iris -

I hope all is well. Your email was shared with me by our finance department.

First, I want to emphasize that as you said, we have been long term partners with Binance and greatly appreciate that. We very much value this relationship and care deeply about delivering value to you.

I understand that you had a change in your internal policies; however, that does not change the following facts:

1. We have a contract that was effective on July 3, 2022 and is now in force until July 2, 2025.
2. The contract was negotiated in good faith by both parties, and all the terms and conditions were agreed upon.
3. We are already 3 months into the second year of services (from July 3, 2023 to today) and as such, talking about renewal is not relevant.

Therefore, I request that you remit payment immediately as the current invoice is overdue.

After that, if you would like us to replace the existing contract with the new SOW template that you sent, I am willing to have a discussion to understand why and for what purpose. Feel free to suggest times for a call and note that I am in the US EST time zone.

Thank you,

Eli



Eli Dominitz | CEO

e. eli@q6cyber.com | w. q6cyber.com

p. 954-947-8284 | c. 617-519-9288

[Quoted text hidden]

[Quoted text hidden]

[Quoted text hidden]

Hello -

[Quoted text hidden]

[Quoted text hidden]

[Quoted text hidden]

[Quoted text hidden]


Watch us on ! The latest on the
growing nationwide check fraud problem



Eli Dominitz | CEO
e. eli@q6cyber.com | w. q6cyber.com
p. 954-947-8284 | c. 617-519-9288

Iris Li <iris.Li@binance.com>
To: Eli Dominitz <eli@q6cyber.com>
Cc: Robert Villanueva <rv@q6cyber.com>, Gerry Zhang <gerry.z@binance.com>

Sun, Oct 1, 2023 at 10:06 PM

Hi Eli,

Thank you for your prompt response.

However, due to our Legal's policy that prohibits BU from automatically renewing contracts, our original intention was to manually renew the contract for one year and continue with manual renewals in the subsequent years to comply with legal and company policies. Unfortunately, due to the contract owner transition between two BUs, we missed the notice period and the contract was automatically renewed for two years.

To avoid the challenges/effects from Legal for future renewal, and the long-term cooperation, we kindly request your understanding and support in amending the current automatic two-year renewal to a yearly manual renewal. Failure to do so could pose challenges for both our BU and the contract from a legal and financial standpoint, potentially impacting BU's ability to renew the contract in the future.

Your cooperation in this matter is greatly appreciated, and we look forward to resolving this issue to the benefit of both parties.

Thank you for your understanding and assistance.

Sincerely,
Iris
[Quoted text hidden]

Eli Dominitz <eli@q6cyber.com>
To: Iris Li <iris.Li@binance.com>

Sun, Oct 1, 2023 at 10:14 PM

Hi Iris -

We are not going to amend the contract in the middle of the term. We negotiated this in good faith. The fee and other terms in the contract were based on this time commitment. Asking us to change course in the middle of the contract is not fair.

What if we came to you and told you that our internal policies changed and now the price for services is double? Would you amend the contract?

Thanks,

Eli
[Quoted text hidden]

--

[Quoted text hidden]

Iris Li <iris.Li@binance.com>
To: Eli Dominitz <eli@q6cyber.com>

Sun, Oct 1, 2023 at 10:45 PM

Hi Eli,

May I inquire if there is still room for negotiation on this matter? Are there any alternative avenues or methods available to shorten the contract back to one year from auto-renewal of 2 years? Or is this the final stance of Q6 Cyber with no further room for discussion?

Iris
[Quoted text hidden]

Eli Dominitz <eli@q6cyber.com>
To: Mara Gibor <mgibor@q6cyber.com>, Robert Villanueva <rv@q6cyber.com>

Sun, Oct 1, 2023 at 10:47 PM

See back and forth below.
My gut instinct is that they want to be able to cancel next year.
Your thoughts?
[Quoted text hidden]

Robert Villanueva <rv@q6cyber.com>
To: Eli Dominitz <eli@q6cyber.com>
Cc: Mara Gibor <mgibor@q6cyber.com>

Mon, Oct 2, 2023 at 11:10 AM

Eli,

I agree. Looks like they just started to recently even look at our ATO data. This may be a way for them not to renew the contract in year three. They need to honor our negotiated contract and pay the past due invoice.

I believe there was a scheduled call with Binance today to review cards/ATO's.

Mara thoughts?

Greetings from Oregon,



Robert Villanueva
Executive Vice President
E-Crime Cyber Intelligence
U.S. Secret Service (Ret.)
www.q6cyber.com
mobile: 305-992-2264
office: 954-947-8283

www.iafci.org (Official Partner)

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and Cybercrime together

[Quoted text hidden]

Eli Dominitz <eli@q6cyber.com>
To: Iris Li <iris.Li@binance.com>

Mon, Oct 2, 2023 at 12:01 PM

Hi Iris -

As I mentioned earlier, we are already 3 months into the second year of services (from July 3, 2023 to today) and we have an overdue invoice. The first order of business should be to remit that payment and ensure that your new team is optimally utilizing our intelligence. On the latter point, I understand that our teams had a call earlier this morning and things are going very well, so I am very happy with that.

Thanks,

Eli



Eli Dominitz | CEO
e. eli@q6cyber.com | w. q6cyber.com
p. 954-947-8284 | c. 617-519-9288

[Quoted text hidden]

Eli Dominitz <eli@q6cyber.com>
To: Mara Gibor <mgibor@q6cyber.com>, Robert Villanueva <rv@q6cyber.com>

Mon, Oct 2, 2023 at 12:02 PM

fyi
If it comes up in your discussions with them, just say this is not your area but it's Finance and Legal that handle this. I don't want you to be the bad guys.



Eli Dominitz | CEO
e. eli@q6cyber.com | w. q6cyber.com
p. 954-947-8284 | c. 617-519-9288

[Quoted text hidden]

Eli Dominitz <eli@q6cyber.com>
To: Iris Li <iris.Li@binance.com>

Sun, Oct 29, 2023 at 10:05 PM

Hi Iris -

I hope all is well.

My finance folks informed me that the invoice is still overdue and that they have not heard from you. Is there a reason for this? Would you please update me on the status of the payment?

Thank you,

Eli



Eli Dominitz | CEO
e. eli@q6cyber.com | w. q6cyber.com
p. 954-947-8284 | c. 617-519-9288

[Quoted text hidden]

Iris Li <iris.Li@binance.com>
To: Eli Dominitz <eli@q6cyber.com>

Sun, Oct 29, 2023 at 11:26 PM

Hi Eli,

The request was pushed back again from the Finance and Legal team that they are still firm on non-auto-renewal. We have talked with them several times, the final suggestion from the functional team is that they can give special green light to this auto-renewal to agree with the auto-renewal of this year but we should avoid the second year's auto-renewal as Legal needs to review the contract on a annually basis. They will pay immediately upon the agreement of above. BU is now facing huge pressure and challenges from Finance & Legal. Both BU and Procurement aim to keep the service and cooperation with Q6 Cyber but we also need to get approval from those functional teams to get payment approved. We've tried our best on it.

Iris

[Quoted text hidden]

Eli Dominitz <eli@q6cyber.com>
To: Iris Li <iris.Li@binance.com>

Mon, Oct 30, 2023 at 9:22 AM

Thank you for the update. With all due respect , this refusal to pay and abide by the contract is not professional, to say the least.

Please send me the contact information of the legal team. Our attorneys will reach out to them.

Thanks,

Eli

[Quoted text hidden]

Iris Li <iris.Li@binance.com>
To: Eli Dominitz <eli@q6cyber.com>
Cc: Gerry Zhang <gerry.z@binance.com>

Fri, Nov 3, 2023 at 8:36 AM

Hi Eli,

Let me check with the business owner on it to see if we could solve this issue, and will get back to you next week.

Iris

[Quoted text hidden]

Eli Dominitz <eli@q6cyber.com>
To: Iris Li <iris.Li@binance.com>

Mon, Nov 6, 2023 at 3:55 PM

Thanks; who is the business owner? Who is the decision maker?



Eli Dominitz | CEO
e. eli@q6cyber.com | w. q6cyber.com
p. 954-947-8284 | c. 617-519-9288

[Quoted text hidden]

Eli Dominitz <eli@q6cyber.com>
To: Iris Li <iris.Li@binance.com>

Mon, Nov 20, 2023 at 11:17 AM

Hi Iris -

I would like to resolve this matter one way or another by the end of this week.

Therefore, I ask you to please connect me with the business owner / the decision maker. Alternatively, please provide the contact information for your legal officer.

Thank you,

Eli



Watch us on ! The latest on the
growing nationwide check fraud problem



Eli Dominitz | CEO
e. eli@q6cyber.com | w. q6cyber.com
p. 954-947-8284 | c. 617-519-9288

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Iris Li <iris.Li@binance.com>
To: Eli Dominitz <eli@q6cyber.com>, Nicole Zhang <Nicole@binance.com>

Tue, Nov 21, 2023 at 12:16 AM

We are already in the payment process now. Nicole is following up with Finance currently.

@Nicole Zhang feel free to ask here if you have any questions regarding the payment release.

Iris

[Quoted text hidden]

Eli Dominitz <eli@q6cyber.com>
To: Iris Li <iris.Li@binance.com>
Cc: Nicole Zhang <Nicole@binance.com>

Tue, Nov 21, 2023 at 8:29 AM

Thank you. When will the payment be made? Is it by ACH or wire transfer?

[Quoted text hidden]

Nicole Zhang <nicole@binance.com>
To: Eli Dominitz <eli@q6cyber.com>
Cc: Iris Li <iris.Li@binance.com>

Tue, Nov 21, 2023 at 1:53 PM

Hi Eli

Can you accept Reap payments? In other words, third-party payment, the payer is not Binance.

Nicole

Eli Dominitz <eli@q6cyber.com> 于2023年11月21日周二 17:29写道:

[Quoted text hidden]

Eli Dominitz <eli@q6cyber.com>
To: Nicole Zhang <nicole@binance.com>
Cc: Iris Li <iris.Li@binance.com>

Tue, Nov 21, 2023 at 2:04 PM

If they can remit payment to us via ACh or wire, then it's fine.



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Eli Dominitz | CEO
e. eli@q6cyber.com | w. q6cyber.com
p. 954-947-8284 | c. 617-519-9288

[Quoted text hidden]

Nicole Zhang <nicole@binance.com>
To: Eli Dominitz <eli@q6cyber.com>
Cc: Iris Li <iris.Li@binance.com>

Wed, Nov 29, 2023 at 4:56 AM

Hi Eli

Can you provide swift code?

Nicole

Eli Dominitz <eli@q6cyber.com> 于2023年11月21日周二 23:05写道:

[Quoted text hidden]

Nicole Zhang <nicole@binance.com>
To: Eli Dominitz <eli@q6cyber.com>
Cc: Iris Li <iris.Li@binance.com>

Thu, Nov 30, 2023 at 2:05 AM

Hi Eli

For smooth payment, can you provide the swift code as soon as possible?

Thank you!

Nicole

Nicole Zhang <nicole@binance.com> 于2023年11月29日周三 13:56写道:

[Quoted text hidden]

Eli Dominitz <eli@q6cyber.com>
To: Nicole Zhang <Nicole@binance.com>
Cc: Iris Li <iris.Li@binance.com>

Thu, Nov 30, 2023 at 9:36 AM

Here you go -

SWIFT code: BOFAUS3N
Bank of America, N.A.
222 Broadway, New York, NY 10038

[Quoted text hidden]

Nicole Zhang <nicole@binance.com>
To: Eli Dominitz <eli@q6cyber.com>
Cc: Iris Li <iris.Li@binance.com>

Fri, Dec 1, 2023 at 2:13 AM

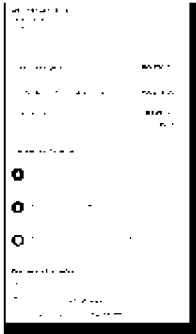
Hi Eli

Payment has been completed, please check whether the payment has been received on December 4th.

Nicole

Eli Dominitz <eli@q6cyber.com> 于2023年11月30日周四 18:36写道:

[Quoted text hidden]



截屏2023-12-01 11.12.03.png
489K

Eli Dominitz <eli@q6cyber.com>
Draft

Fri, May 31, 2024 at 3:35 PM

Hi Rob -

When we spoke yesterday, I mentioned that Binance contacted me last year to try and rip up the old contract and replace it with an annual contract. Here's all the correspondence from them.

Do you need anything else? Will you pls prepare a response / demand letter for their recent termination notice?

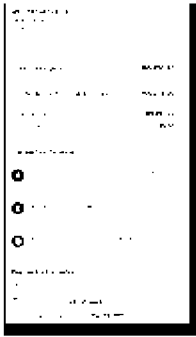
Thank you,

Eli



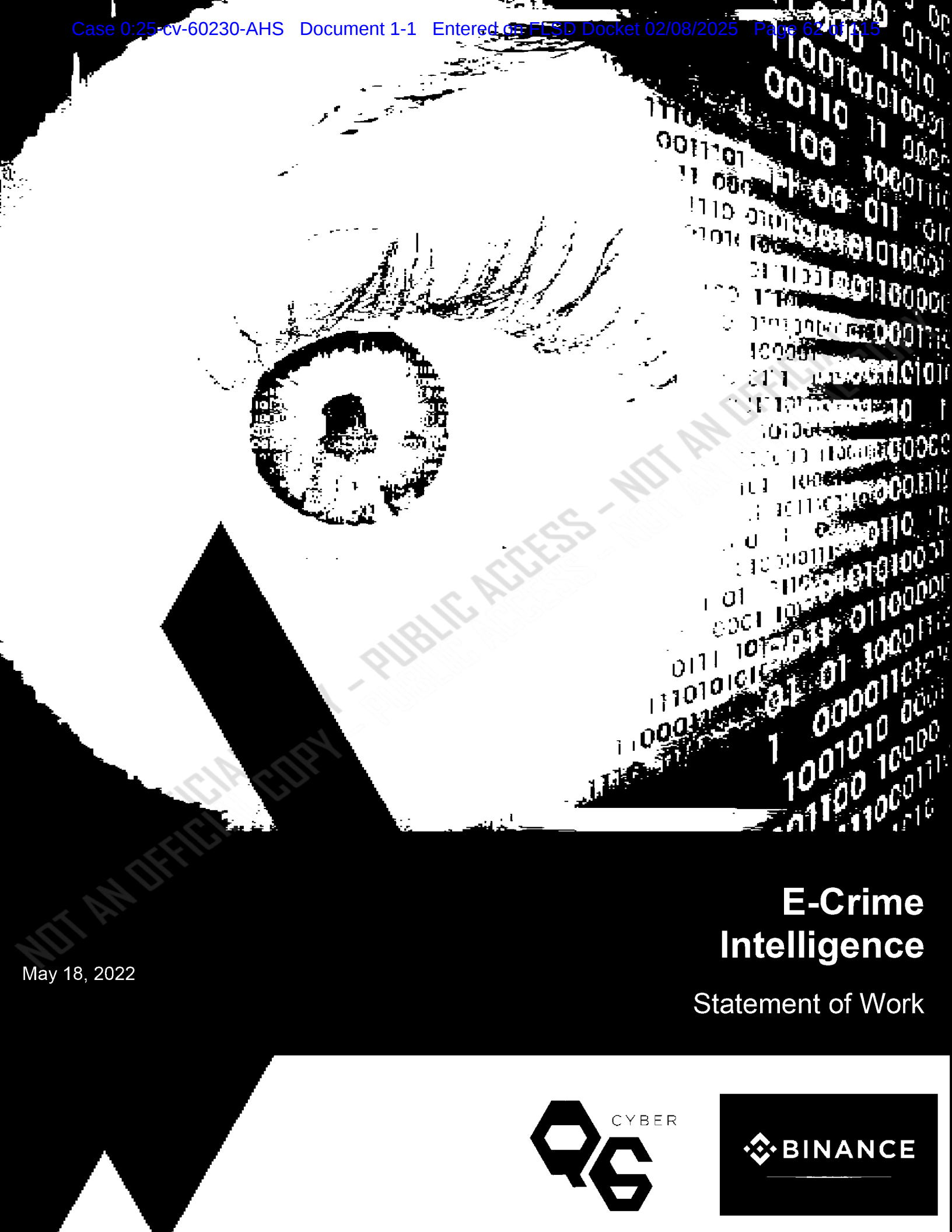
Eli Dominitz | CEO
e. eli@q6cyber.com | w. q6cyber.com
c. 617-519-9288

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E-Crime Intelligence

Statement of Work

May 18, 2022





May 18, 2022

Kai “Walter” Zhang
Financial Crimes Supervisor
Binance Investments Co., Ltd (“Binance”)

Dear Mr. Zhang,

First, I would like to thank you for giving us the opportunity to propose our fraud and cyber threat intelligence services. We hope that this proposal will meet your expectations. We look forward to the opportunity to demonstrate our strong commitment and capabilities.

With this proposal, our objective is to assist Binance in enhancing fraud mitigation and cybersecurity capabilities, while assuring that the sensitive nature of these capabilities will always be held in the strictest confidence. We understand that your trust and confidence in the discretion of Q6 Cyber are critically important.

The following pages outline our proposed scope of work and deliverables. Of course, we welcome your feedback and suggestions. Please do not hesitate to reach out to us with any questions or clarifications.

Sincerely,

Eli Dominitz
CEO, Q6 Cyber
eli@q6cyber.com

Robert Villanueva
Executive Vice President
RV@q6cyber.com

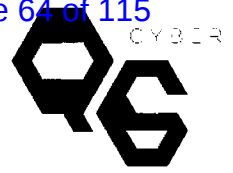


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Introduction to Q6 Cyber

At Q6 Cyber, we believe in proactive, intelligence-enabled cybersecurity and fraud mitigation. We believe that in order to adequately defend against increasingly sophisticated adversaries, companies must gain visibility and awareness of their adversaries' malicious activities and plans, tools, and relationships. Military, law enforcement, and physical security forces require intelligence to make optimal offensive and defensive decisions, and combating cybercrime and fraud is no different.

Q6 Cyber is a cyber and fraud threat intelligence company that performs continuous monitoring and analysis of public and restricted data to proactively identify and contain emerging threats, before an attack is actually delivered. In cases where a data breach has occurred yet remains undetected, our intelligence can accelerate discovery and substantially reduce the costs of the data breach. We develop actionable intelligence that is specifically targeted for each of our clients. The intelligence is updated continuously, allowing our clients to identify and respond to advanced cyber threats and fraud activity with greater speed, accuracy, and effectiveness.

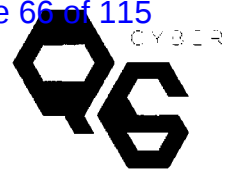
Intelligence Sources

Q6 Cyber monitors a wide array of intelligence sources. The following list contains examples of some of the categories of proven information sources that we monitor on a regular basis:

- **The Darknet**¹ - anonymizing computer networks with restricted access that are extensively used for illegal activities. Popular darknets include Tor, Freenet and I2P.
- **The Deep Web**² - the portion of World Wide Web content that is not indexed by standard search engines and thus hidden from the public, because it is stored in password-protected sites, in a database, in HTML pages many layers deep with complex URL addresses, or other reasons. The Deep Web is believed to be thousands of times larger than the public Web.
- **Hacker forums** – “underground” chat rooms, Internet Relay Chat (IRC), and boards used to exchange ideas, know-how, stolen information, etc.
- **Carding shops** – “underground” marketplaces featuring compromised payment cards and other tools and services for financial fraud.
- **Botnets** – networks of devices infected with malware designed to steal data, send spam, execute DDoS attacks, etc.

¹ Adapted from Wikipedia and <http://searchnetworking.techtarget.com/definition/darknet>

² Adapted from <http://www.pcmag.com/encyclopedia/term/41069/deep-web>



- **Paste sites** - text-sharing sites such as Pastebin and Pastie. Paste sites have become very popular with hackers, who sometimes post stolen data and credentials on such sites.
- **Social media** - sites such as Facebook, Twitter, Google+, Telegram, as well as Weibo (China), and VK (Russia) if applicable. Some communications occur in private groups.

Scope of Services

At Q6 Cyber, we collect information from multiple sources, then analyze and correlate it to provide targeted, valuable and actionable intelligence to disrupt cybercriminal and fraudulent activity directed towards Binance and its customers. We will focus our intelligence collection on the following areas:

- **Account Takeovers** - intelligence on malware campaigns and account takeover schemes targeting Binance. With this intelligence, Binance can take action to 1) proactively prevent unauthorized activity or fraud on such customer accounts, and 2) explore opportunities to counteract TTP's used by cybercriminals to compromise and exploit such accounts.
- **Compromised Payment Cards** – compromised debit and credit cards. With this intelligence, Binance can take action to 1) proactively prevent fraud on customer accounts, and 2) identify the breach source (by analyzing historical transaction activity to identify common points of compromise) and thus prevent future account compromise.

In our engagement with Binance, the data flow is in one direction, from Q6 Cyber to Binance. Binance will not provide any customer account, PII, or other sensitive information to Q6 Cyber. Q6 Cyber will have no access to Binance's IT systems or corporate networks; rather, intelligence will be derived from external sources such as those described in the "Intelligence Sources" section above. Q6 Cyber will not take any action on threats or data detected, unless expressly requested by Binance.

Deliverables

Generally, we will deliver a structured data feed that contains targeted and actionable intelligence findings for Binance. The data is available in several formats (e.g., XSLX, CSV, JSON, and XML), and may be delivered in one of several methods, for example:



- Client HTTPS / SFTP pull: Binance connects and authenticates via https to regularly pull a file containing findings.
- Q6 SFTP / HTTPS push: Q6 Cyber authenticates and sends file via SFTP or logs into an HTTPS site and uploads file.
- Q6 API push: Q6 can call an Binance-hosted API to send the data.
- Encrypted Email.
- Our online portal (IntellihawQ).

We will provide reports on a daily or bi-weekly basis, assuming that items within scope are detected.

Term & Fees

The engagement will begin on the date the last signature is provided below (the "Effective Date"). The term of the engagement is one (1) year. This Statement of Work ("SOW") shall automatically renew for an additional two (2) years on the anniversary of the Effective Date (the "Anniversary"), provided that Binance does not notify Q6 Cyber in writing no less than 30 days prior to the Anniversary that it does not wish to renew this SOW. Our annual subscription fees for services for each module is as follows:

- Account Takeovers - \$105,000.00
- Compromised Payment Cards - \$45,000.00

The annual subscription fee will increase by 3.5% in the second year of services and by 3.5% in the third year of services. We invoice annually at the beginning of each 12-month period. Payment terms are Net30.

There will be a one-time initial implementation fee of \$10,000.

We offer the following financial incentives provided that this Statement of Work is executed on or before June 30th, 2022:

- We will waive the one-time initial implementation fee.

Additional Terms

This Statement of Work is subject to and incorporates by reference Binance's Standard Supplier Terms which can be found at www.binance.com/en/Legal/Supplier-Terms. Notwithstanding the foregoing, this Statement of Work includes the following terms:


- Notwithstanding Section 14 of the Standard Supplier Terms, Q6 Cyber's maximum aggregate liability for breach of contract, tort (including negligence), indemnification, or otherwise shall in no circumstances exceed the price for the services provided under this Statement of Work for the prior twelve (12) months ("Maximum Liability").
- Neither party (nor any affiliates) will be liable to the other party for any incidental, indirect, special, exemplary, punitive, or consequential damages or losses (including any damages arising from lost business, revenue, profits, data, or goodwill) arising in connection with this Statement of Work, whether in an action in contract, tort, strict liability or negligence, or any other actions, even if advised of the possibility of those damages.
- Notwithstanding the foregoing or anything to the contrary set forth in this Statement of Work, Q6 Cyber shall not be obligated to provide any indemnification pursuant to this Statement of Work to Binance, (i) in the event the applicable loss (or losses) has (or have) primarily resulted from the Binance's negligence, willful misconduct, bad faith or a breach of its obligations under this Statement of Work or (ii) in connection with any investigation, litigation or proceeding that is brought by Binance against any other any Binance affiliate or subsidiary and any losses resulting from any such investigation, litigation or proceeding.




Signatures

IN WITNESS WHEREOF, the parties below have executed this Agreement as of the date indicated below.

Q6 Intelligence, LLC: As a duly authorized representative with the authority to enter into agreements and contracts on behalf of Q6 Intelligence, LLC, I hereby provide and accept this Agreement.

Signature: 
 Print Name: Eli Dominitz
 Title: President
 Effective Date: May 18, 2022

Binance: As a duly authorized representative with the authority to enter into agreements and contracts on behalf of Binance, I hereby accept this Agreement.

DocuSigned by:

 1AC011BF4F78466...
 Signature: _____
 Print Name: Rohit Wad
 Title: Technology Group
 Effective Date: 03-Jul-2022



Eli Dominitz <eli@q6cyber.com>

Reminder: Invoice due from Q6 Cyber

27 messages

Q6 Cyber <billing@q6cyber.com>
To: Procurementdesk@binance.com

Wed, Aug 30, 2023 at 9:58 AM

Hello -

Just a reminder that we have not received a payment for this invoice yet. See attached.

We appreciate your prompt payment by ACH or wire.

Let us know if you have questions.

Thanks for your business!

Brit



Accounts Receivables

 **Binance Invoice.pdf**
66K

Q6 Cyber <billing@q6cyber.com>
To: Procurementdesk@binance.com

Thu, Sep 28, 2023 at 4:58 PM

Hello -

Just a reminder that we have not received a payment for this invoice yet. See attached.

We appreciate your prompt payment by ACH or wire.

Would you kindly provide an update on payment status?


Thank you,

Brit



Accounts Receivables

[Quoted text hidden]

 **Binance Invoice.pdf**
66K

'Iris Li' via Billing <billing@q6cyber.com>

Thu, Sep 28, 2023 at 10:36 PM

Reply-To: Iris Li <iris.Li@binance.com>

To: Q6 Cyber <billing@q6cyber.com>, Robert Villanueva <rv@q6cyber.com>, Gerry Zhang <gerry.z@binance.com>

Hi Robert and Q6 Cyber team,

Thanks for the reminder.

As you may be aware and communicated with Gerry before, there's a change in our Legal policies including the contract term and auto-renewal this year, and we are challenged by our legal team on the auto-renewal without their renewal. Our Legal team strictly prohibits auto-renewal and reviews each contract on an annual basis to ensure all the T&C are following our guidelines. And starting from 2022, the signing entity matrix has been updated as well, Legal requests to change all tech-related contracts to our new entity accordingly.

Since Q6 Cyber is our long-term partner and we have had great cooperation in the past, we'd like to seek your understanding and support to see if we could re-sign the contract this year and submit for our Legal's review. As soon as the contract is re-signed and agreed, Legal will notify Finance to release the payment asap.

Attached pls find the standard template of SOW drafted by our Legal, if possible we would suggest to use our template to avoid back and forth and get it approved by Legal smoothly.

Thanks

Iris

[Quoted text hidden]

 **BN-SOW..docx**
36K

Robert Villanueva <rv@q6cyber.com>

Thu, Sep 28, 2023 at 11:59 PM

To: Eli Dominitz <eli@q6cyber.com>

Hi Eli,

I will let you address this Binance unless you want me to? Remember, I mentioned this a couple of months ago after Gerry told me. First time Iris writes to us. I guess it was the past due invoice you sent them.

Let me know,



Robert Villanueva
Executive Vice President
E-Crime Cyber Intelligence
U.S. Secret Service (Ret.)
www.q6cyber.com
mobile: 305-992-2264
office: 954-947-8283

www.iafci.org (Official Partner)

Combating Fraud, Financial
and Cybercrime together

[Quoted text hidden]

 **BN-SOW..docx**
36K

Eli Dominitz <eli@q6cyber.com>

Sun, Oct 1, 2023 at 9:24 PM

To: Iris Li <iris.Li@binance.com>, Robert Villanueva <rv@q6cyber.com>, Gerry Zhang <gerry.z@binance.com>

Hi Iris -

I hope all is well. Your email was shared with me by our finance department.

First, I want to emphasize that as you said, we have been long term partners with Binance and greatly appreciate that. We very much value this relationship and care deeply about delivering value to you.

I understand that you had a chance in your internal policies; however, that does not change the following facts:

1. We have a contract that was effective on July 3, 2022 and is now in force until July 2, 2025.
2. The contract was negotiated in good faith by both parties, and all the terms and conditions were agreed upon.
3. We are already 3 months into the second year of services (from July 3, 2023 to today) and as such, talking about renewal is not relevant.

Therefore, I request that you remit payment immediately as the current invoice is overdue.

After that, if you would like us to replace the existing contract with the new SOW template that you sent, I am willing to have a discussion to understand why and for what purpose. Feel free to suggest times for a call and note that I am in the US EST time zone.

Thank you,

Eli



Eli Dominitz | CEO

e. eli@q6cyber.com | w. q6cyber.com

p. 954-947-8284 | c. 617-519-9288

[Quoted text hidden]

[Quoted text hidden]

[Quoted text hidden]

Hello -

[Quoted text hidden]

[Quoted text hidden]

[Quoted text hidden]

[Quoted text hidden]



Eli Dominitz | CEO
e. eli@q6cyber.com | w. q6cyber.com
p. 954-947-8284 | c. 617-519-9288

Iris Li <iris.Li@binance.com>
To: Eli Dominitz <eli@q6cyber.com>
Cc: Robert Villanueva <rv@q6cyber.com>, Gerry Zhang <gerry.z@binance.com>

Sun, Oct 1, 2023 at 10:06 PM

Hi Eli,

Thank you for your prompt response.

However, due to our Legal's policy that prohibits BU from automatically renewing contracts, our original intention was to manually renew the contract for one year and continue with manual renewals in the subsequent years to comply with legal and company policies. Unfortunately, due to the contract owner transition between two BUs, we missed the notice period and the contract was automatically renewed for two years.

To avoid the challenges/effects from Legal for future renewal, and the long-term cooperation, we kindly request your understanding and support in amending the current automatic two-year renewal to a yearly manual renewal. Failure to do so could pose challenges for both our BU and the contract from a legal and financial standpoint, potentially impacting BU's ability to renew the contract in the future.

Your cooperation in this matter is greatly appreciated, and we look forward to resolving this issue to the benefit of both parties.

Thank you for your understanding and assistance.

Sincerely,
Iris
[Quoted text hidden]

Eli Dominitz <eli@q6cyber.com>
To: Iris Li <iris.Li@binance.com>

Sun, Oct 1, 2023 at 10:14 PM

Hi Iris -

We are not going to amend the contract in the middle of the term. We negotiated this in good faith. The fee and other terms in the contract were based on this time commitment. Asking us to change course in the middle of the contract is not fair.

What if we came to you and told you that our internal policies changed and now the price for services is double? Would you amend the contract?

Thanks,

Eli
[Quoted text hidden]

--

[Quoted text hidden]

Iris Li <iris.Li@binance.com>
To: Eli Dominitz <eli@q6cyber.com>

Sun, Oct 1, 2023 at 10:45 PM

Hi Eli,

May I inquire if there is still room for negotiation on this matter? Are there any alternative avenues or methods available to shorten the contract back to one year from auto-renewal of 2 years? Or is this the final stance of Q6 Cyber with no further room for discussion?

Iris
[Quoted text hidden]

Eli Dominitz <eli@q6cyber.com>
To: Mara Gibor <mgibor@q6cyber.com>, Robert Villanueva <rv@q6cyber.com>

Sun, Oct 1, 2023 at 10:47 PM

See back and forth below.
My gut instinct is that they want to be able to cancel next year.
Your thoughts?
[Quoted text hidden]

Robert Villanueva <rv@q6cyber.com>
To: Eli Dominitz <eli@q6cyber.com>
Cc: Mara Gibor <mgibor@q6cyber.com>

Mon, Oct 2, 2023 at 11:10 AM

Eli,

I agree. Looks like they just started to recently even look at our ATO data. This may be a way for them not to renew the contract in year three. They need to honor our negotiated contract and pay the past due invoice.

I believe there was a scheduled call with Binance today to review cards/ATO's.

Mara thoughts?

Greetings from Oregon,



Robert Villanueva
Executive Vice President
E-Crime Cyber Intelligence
U.S. Secret Service (Ret.)
www.q6cyber.com
mobile: 305-992-2264
office: 954-947-8283

www.iafci.org (Official Partner)

Combating Fraud, Financial
and Cybercrime together

[Quoted text hidden]

Eli Dominitz <eli@q6cyber.com>
To: Iris Li <iris.Li@binance.com>

Mon, Oct 2, 2023 at 12:01 PM

Hi Iris -

As I mentioned earlier, we are already 3 months into the second year of services (from July 3, 2023 to today) and we have an overdue invoice. The first order of business should be to remit that payment and ensure that your new team is optimally utilizing our intelligence. On the latter point, I understand that our teams had a call earlier this morning and things are going very well, so I am very happy with that.

Thanks,

Eli



Eli Dominitz | CEO
e. eli@q6cyber.com | w. q6cyber.com
p. 954-947-8284 | c. 617-519-9288

[Quoted text hidden]

Eli Dominitz <eli@q6cyber.com>
To: Mara Gibor <mgibor@q6cyber.com>, Robert Villanueva <rv@q6cyber.com>

Mon, Oct 2, 2023 at 12:02 PM

fyi
If it comes up in your discussions with them, just say this is not your area but it's Finance and Legal that handle this. I don't want you to be the bad guys.



Eli Dominitz | CEO
e. eli@q6cyber.com | w. q6cyber.com
p. 954-947-8284 | c. 617-519-9288

[Quoted text hidden]

Eli Dominitz <eli@q6cyber.com>
To: Iris Li <iris.Li@binance.com>

Sun, Oct 29, 2023 at 10:05 PM

Hi Iris -

I hope all is well.

My finance folks informed me that the invoice is still overdue and that they have not heard from you. Is there a reason for this? Would you please update me on the status of the payment?

Thank you,

Eli



Eli Dominitz | CEO
e. eli@q6cyber.com | w. q6cyber.com
p. 954-947-8284 | c. 617-519-9288

[Quoted text hidden]

Iris Li <iris.Li@binance.com>
To: Eli Dominitz <eli@q6cyber.com>

Sun, Oct 29, 2023 at 11:26 PM

Hi Eli,

The request was pushed back again from the Finance and Legal team that they are still firm on non-auto-renewal. We have talked with them several times, the final suggestion from the functional team is that they can give special green light to this auto-renewal to agree with the auto-renewal of this year but we should avoid the second year's auto-renewal as Legal needs to review the contract on a annually basis. They will pay immediately upon the agreement of above. BU is now facing huge pressure and challenges from Finance & Legal. Both BU and Procurement aim to keep the service and cooperation with Q6 Cyber but we also need to get approval from those functional teams to get payment approved. We've tried our best on it.

Iris

[Quoted text hidden]

Eli Dominitz <eli@q6cyber.com>
To: Iris Li <iris.Li@binance.com>

Mon, Oct 30, 2023 at 9:22 AM

Thank you for the update. With all due respect , this refusal to pay and abide by the contract is not professional, to say the least.

Please send me the contact information of the legal team. Our attorneys will reach out to them.

Thanks,

Eli

[Quoted text hidden]

Iris Li <iris.Li@binance.com>
To: Eli Dominitz <eli@q6cyber.com>
Cc: Gerry Zhang <gerry.z@binance.com>

Fri, Nov 3, 2023 at 8:36 AM

Hi Eli,

Let me check with the business owner on it to see if we could solve this issue, and will get back to you next week.

Iris

[Quoted text hidden]

Eli Dominitz <eli@q6cyber.com>
To: Iris Li <iris.Li@binance.com>

Mon, Nov 6, 2023 at 3:55 PM

Thanks; who is the business owner? Who is the decision maker?



Eli Dominitz | CEO
e. eli@q6cyber.com | w. q6cyber.com
p. 954-947-8284 | c. 617-519-9288

[Quoted text hidden]

Eli Dominitz <eli@q6cyber.com>
To: Iris Li <iris.Li@binance.com>

Mon, Nov 20, 2023 at 11:17 AM

Hi Iris -

I would like to resolve this matter one way or another by the end of this week.

Therefore, I ask you to please connect me with the business owner / the decision maker. Alternatively, please provide the contact information for your legal officer.

Thank you,

Eli



Eli Dominitz | CEO
e. eli@q6cyber.com | w. q6cyber.com
p. 954-947-8284 | c. 617-519-9288

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Iris Li <iris.Li@binance.com>
To: Eli Dominitz <eli@q6cyber.com>, Nicole Zhang <Nicole@binance.com>

Tue, Nov 21, 2023 at 12:16 AM

We are already in the payment process now. Nicole is following up with Finance currently.

@Nicole Zhang feel free to ask here if you have any questions regarding the payment release.

Iris

[Quoted text hidden]

Eli Dominitz <eli@q6cyber.com>
To: Iris Li <iris.Li@binance.com>
Cc: Nicole Zhang <Nicole@binance.com>

Tue, Nov 21, 2023 at 8:29 AM

Thank you. When will the payment be made? Is it by ACH or wire transfer?

[Quoted text hidden]

Nicole Zhang <nicole@binance.com>
To: Eli Dominitz <eli@q6cyber.com>
Cc: Iris Li <iris.Li@binance.com>

Tue, Nov 21, 2023 at 1:53 PM

Hi Eli

Can you accept Reap payments? In other words, third-party payment, the payer is not Binance.

Nicole

Eli Dominitz <eli@q6cyber.com> 于2023年11月21日周二 17:29写道:

[Quoted text hidden]

Eli Dominitz <eli@q6cyber.com>
To: Nicole Zhang <nicole@binance.com>
Cc: Iris Li <iris.Li@binance.com>

Tue, Nov 21, 2023 at 2:04 PM

If they can remit payment to us via ACh or wire, then it's fine.



Eli Dominitz | CEO
e. eli@q6cyber.com | w. q6cyber.com
p. 954-947-8284 | c. 617-519-9288

[Quoted text hidden]

Nicole Zhang <nicole@binance.com>
To: Eli Dominitz <eli@q6cyber.com>
Cc: Iris Li <iris.Li@binance.com>

Wed, Nov 29, 2023 at 4:56 AM

Hi Eli

Can you provide swift code?

Nicole

Eli Dominitz <eli@q6cyber.com> 于2023年11月21日周二 23:05写道:

[Quoted text hidden]

Nicole Zhang <nicole@binance.com>
To: Eli Dominitz <eli@q6cyber.com>
Cc: Iris Li <iris.Li@binance.com>

Thu, Nov 30, 2023 at 2:05 AM

Hi Eli

For smooth payment, can you provide the swift code as soon as possible?

Thank you!

Nicole

Nicole Zhang <nicole@binance.com> 于2023年11月29日周三 13:56写道:

[Quoted text hidden]

Eli Dominitz <eli@q6cyber.com>
To: Nicole Zhang <Nicole@binance.com>
Cc: Iris Li <iris.Li@binance.com>

Thu, Nov 30, 2023 at 9:36 AM

Here you go -

SWIFT code: BOFAUS3N
Bank of America, N.A.
222 Broadway, New York, NY 10038

[Quoted text hidden]

Nicole Zhang <nicole@binance.com>
To: Eli Dominitz <eli@q6cyber.com>
Cc: Iris Li <iris.Li@binance.com>

Fri, Dec 1, 2023 at 2:13 AM

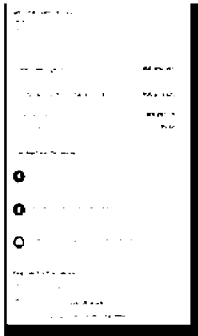
Hi Eli

Payment has been completed, please check whether the payment has been received on December 4th.

Nicole

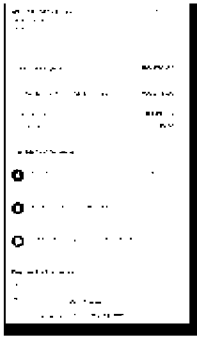
Eli Dominitz <eli@q6cyber.com> 于2023年11月30日周四 18:36写道:

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截屏2023-12-01 11.12.03.png
489K

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截屏2023-12-01 11.12.03.png
489K

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Eli Dominitz <eli@q6cyber.com>

Reminder: Invoice due from Q6 Cyber

27 messages

Q6 Cyber <billing@q6cyber.com>
To: Procurementdesk@binance.com

Wed, Aug 30, 2023 at 9:58 AM

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Let us know if you have questions.

Thanks for your business!

Brit



Accounts Receivables

 **Binance Invoice.pdf**
66K

Q6 Cyber <billing@q6cyber.com>
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Brit



Accounts Receivables

[Quoted text hidden]

 **Binance Invoice.pdf**
66K

'Iris Li' via Billing <billing@q6cyber.com>

Thu, Sep 28, 2023 at 10:36 PM

Reply-To: Iris Li <iris.Li@binance.com>

To: Q6 Cyber <billing@q6cyber.com>, Robert Villanueva <rv@q6cyber.com>, Gerry Zhang <gerry.z@binance.com>

Hi Robert and Q6 Cyber team,

Thanks for the reminder.

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Attached pls find the standard template of SOW drafted by our Legal, if possible we would suggest to use our template to avoid back and forth and get it approved by Legal smoothly.

Thanks

Iris

[Quoted text hidden]

 **BN-SOW..docx**
36K

Robert Villanueva <rv@q6cyber.com>

Thu, Sep 28, 2023 at 11:59 PM

To: Eli Dominitz <eli@q6cyber.com>

Hi Eli,

I will let you address this Binance unless you want me to? Remember, I mentioned this a couple of months ago after Gerry told me. First time Iris writes to us. I guess it was the past due invoice you sent them.

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Robert Villanueva
Executive Vice President
E-Crime Cyber Intelligence
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office: 954-947-8283

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Combating Fraud, Financial
and Cybercrime together

[Quoted text hidden]

 **BN-SOW..docx**
36K

Eli Dominitz <eli@q6cyber.com>

Sun, Oct 1, 2023 at 9:24 PM

To: Iris Li <iris.Li@binance.com>, Robert Villanueva <rv@q6cyber.com>, Gerry Zhang <gerry.z@binance.com>

Hi Iris -

I hope all is well. Your email was shared with me by our finance department.

First, I want to emphasize that as you said, we have been long term partners with Binance and greatly appreciate that. We very much value this relationship and care deeply about delivering value to you.

I understand that you had a change in your internal policies; however, that does not change the following facts:

1. We have a contract that was effective on July 3, 2022 and is now in force until July 2, 2025.
2. The contract was negotiated in good faith by both parties, and all the terms and conditions were agreed upon.
3. We are already 3 months into the second year of services (from July 3, 2023 to today) and as such, talking about renewal is not relevant.

Therefore, I request that you remit payment immediately as the current invoice is overdue.

After that, if you would like us to replace the existing contract with the new SOW template that you sent, I am willing to have a discussion to understand why and for what purpose. Feel free to suggest times for a call and note that I am in the US EST time zone.

Thank you,

Eli



Eli Dominitz | CEO

e. eli@q6cyber.com | w. q6cyber.com

p. 954-947-8284 | c. 617-519-9288

[Quoted text hidden]

[Quoted text hidden]

[Quoted text hidden]

Hello -

[Quoted text hidden]

[Quoted text hidden]

[Quoted text hidden]

[Quoted text hidden]



Eli Dominitz | CEO
e. eli@q6cyber.com | w. q6cyber.com
p. 954-947-8284 | c. 617-519-9288

Iris Li <iris.Li@binance.com>
To: Eli Dominitz <eli@q6cyber.com>
Cc: Robert Villanueva <rv@q6cyber.com>, Gerry Zhang <gerry.z@binance.com>

Sun, Oct 1, 2023 at 10:06 PM

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However, due to our Legal's policy that prohibits BU from automatically renewing contracts, our original intention was to manually renew the contract for one year and continue with manual renewals in the subsequent years to comply with legal and company policies. Unfortunately, due to the contract owner transition between two BUs, we missed the notice period and the contract was automatically renewed for two years.

To avoid the challenges/effects from Legal for future renewal, and the long-term cooperation, we kindly request your understanding and support in amending the current automatic two-year renewal to a yearly manual renewal. Failure to do so could pose challenges for both our BU and the contract from a legal and financial standpoint, potentially impacting BU's ability to renew the contract in the future.

Your cooperation in this matter is greatly appreciated, and we look forward to resolving this issue to the benefit of both parties.

Thank you for your understanding and assistance.

Sincerely,
Iris
[Quoted text hidden]

Eli Dominitz <eli@q6cyber.com>
To: Iris Li <iris.Li@binance.com>

Sun, Oct 1, 2023 at 10:14 PM

Hi Iris -

We are not going to amend the contract in the middle of the term. We negotiated this in good faith. The fee and other terms in the contract were based on this time commitment. Asking us to change course in the middle of the contract is not fair.

What if we came to you and told you that our internal policies changed and now the price for services is double? Would you amend the contract?

Thanks,

Eli
[Quoted text hidden]

--

[Quoted text hidden]

Iris Li <iris.li@binance.com>
To: Eli Dominitz <eli@q6cyber.com>

Sun, Oct 1, 2023 at 10:45 PM

Hi Eli,

May I inquire if there is still room for negotiation on this matter? Are there any alternative avenues or methods available to shorten the contract back to one year from auto-renewal of 2 years? Or is this the final stance of Q6 Cyber with no further room for discussion?

Iris
[Quoted text hidden]

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY
NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY

[Quoted text hidden]

Eli Dominitz <eli@q6cyber.com>
To: Iris Li <iris.Li@binance.com>

Mon, Oct 2, 2023 at 12:01 PM

Hi Iris -

As I mentioned earlier, we are already 3 months into the second year of services (from July 3, 2023 to today) and we have an overdue invoice. The first order of business should be to remit that payment and ensure that your new team is optimally utilizing our intelligence. On the latter point, I understand that our teams had a call earlier this morning and things are going very well, so I am very happy with that.

Thanks,

Eli



Eli Dominitz | CEO
e. eli@q6cyber.com | w. q6cyber.com
p. 954-947-8284 | c. 617-519-9288

[Quoted text hidden]

Eli Dominitz <eli@q6cyber.com>
To: Iris Li <iris.Li@binance.com>

Sun, Oct 29, 2023 at 10:05 PM

Hi Iris -

I hope all is well.

My finance folks informed me that the invoice is still overdue and that they have not heard from you. Is there a reason for this? Would you please update me on the status of the payment?

Thank you,

Eli



Eli Dominitz | CEO
e. eli@q6cyber.com | w. q6cyber.com
p. 954-947-8284 | c. 617-519-9288

[Quoted text hidden]

Iris Li <iris.Li@binance.com>
To: Eli Dominitz <eli@q6cyber.com>

Sun, Oct 29, 2023 at 11:26 PM

Hi Eli,

The request was pushed back again from the Finance and Legal team that they are still firm on non-auto-renewal. We have talked with them several times, the final suggestion from the functional team is that they can give special green light to this auto-renewal to agree with the auto-renewal of this year but we should avoid the second year's auto-renewal as Legal needs to review the contract on a annually basis. They will pay immediately upon the agreement of above. BU is now facing huge pressure and challenges from Finance & Legal. Both BU and Procurement aim to keep the service and cooperation with Q6 Cyber but we also need to get approval from those functional teams to get payment approved. We've tried our best on it.

Iris

[Quoted text hidden]

Eli Dominitz <eli@q6cyber.com>
To: Iris Li <iris.Li@binance.com>

Mon, Oct 30, 2023 at 9:22 AM

Thank you for the update. With all due respect , this refusal to pay and abide by the contract is not professional, to say the least.

Please send me the contact information of the legal team. Our attorneys will reach out to them.

Thanks,

Eli

[Quoted text hidden]

Iris Li <iris.Li@binance.com>
To: Eli Dominitz <eli@q6cyber.com>
Cc: Gerry Zhang <gerry.z@binance.com>

Fri, Nov 3, 2023 at 8:36 AM

Hi Eli,

Let me check with the business owner on it to see if we could solve this issue, and will get back to you next week.

Iris

[Quoted text hidden]

Eli Dominitz <eli@q6cyber.com>
To: Iris Li <iris.Li@binance.com>

Mon, Nov 6, 2023 at 3:55 PM

Thanks; who is the business owner? Who is the decision maker?



Eli Dominitz | CEO
e. eli@q6cyber.com | w. q6cyber.com
p. 954-947-8284 | c. 617-519-9288

[Quoted text hidden]

Eli Dominitz <eli@q6cyber.com>
To: Iris Li <iris.Li@binance.com>

Mon, Nov 20, 2023 at 11:17 AM

Hi Iris -

I would like to resolve this matter one way or another by the end of this week.

Therefore, I ask you to please connect me with the business owner / the decision maker. Alternatively, please provide the contact information for your legal officer.

Thank you,

Eli



Eli Dominitz | CEO
e. eli@q6cyber.com | w. q6cyber.com
p. 954-947-8284 | c. 617-519-9288

[Quoted text hidden]

Iris Li <iris.Li@binance.com>
To: Eli Dominitz <eli@q6cyber.com>, Nicole Zhang <Nicole@binance.com>

Tue, Nov 21, 2023 at 12:16 AM

We are already in the payment process now. Nicole is following up with Finance currently.

@Nicole Zhang feel free to ask here if you have any questions regarding the payment release.

Iris

[Quoted text hidden]

Eli Dominitz <eli@q6cyber.com>
To: Iris Li <iris.Li@binance.com>
Cc: Nicole Zhang <Nicole@binance.com>

Tue, Nov 21, 2023 at 8:29 AM

Thank you. When will the payment be made? Is it by ACH or wire transfer?

[Quoted text hidden]

Nicole Zhang <nicole@binance.com>
To: Eli Dominitz <eli@q6cyber.com>
Cc: Iris Li <iris.Li@binance.com>

Tue, Nov 21, 2023 at 1:53 PM

Hi Eli

Can you accept Reap payments? In other words, third-party payment, the payer is not Binance.

Nicole

Eli Dominitz <eli@q6cyber.com> 于2023年11月21日周二 17:29写道:

[Quoted text hidden]

Eli Dominitz <eli@q6cyber.com>
To: Nicole Zhang <nicole@binance.com>
Cc: Iris Li <iris.Li@binance.com>

Tue, Nov 21, 2023 at 2:04 PM

If they can remit payment to us via ACh or wire, then it's fine.



Watch us on ! The latest on the
growing nationwide check fraud problem



Eli Dominitz | CEO
e. eli@q6cyber.com | w. q6cyber.com
p. 954-947-8284 | c. 617-519-9288

[Quoted text hidden]

Nicole Zhang <nicole@binance.com>
To: Eli Dominitz <eli@q6cyber.com>
Cc: Iris Li <iris.li@binance.com>

Wed, Nov 29, 2023 at 4:56 AM

Hi Eli

Can you provide swift code?

Nicole

Eli Dominitz <eli@q6cyber.com> 于2023年11月21日周二 23:05写道:

[Quoted text hidden]

Nicole Zhang <nicole@binance.com>
To: Eli Dominitz <eli@q6cyber.com>
Cc: Iris Li <iris.li@binance.com>

Thu, Nov 30, 2023 at 2:05 AM

Hi Eli

For smooth payment, can you provide the swift code as soon as possible?

Thank you!

Nicole

Nicole Zhang <nicole@binance.com> 于2023年11月29日周三 13:56写道:

[Quoted text hidden]

Hi Eli,

Let me check with the business owner on it to see if we could solve this issue, and will get back to you next week.

Iris

On Mon, Oct 30, 2023 at 9:22PM Eli Dominitz <eli@q6cyber.com> wrote:

Thank you for the update. With all due respect , this refusal to pay and abide by the contract is not professional, to say the least.

Please send me the contact information of the legal team. Our attorneys will reach out to them.

Thanks,

Eli

On Sun, Oct 29, 2023 at 11:26PM Iris Li <iris.Li@binance.com> wrote:

Hi Eli,

The request was pushed back again from the Finance and Legal team that they are still firm on non-auto-renewal.

We have talked with them several times, the final suggestion from the functional team is that they can give special green light to this auto-renewal to agree with the auto-renewal of this year but we should avoid the second year's auto-renewal as Legal needs to review the contract on a annually basis. They will pay immediately upon the agreement of above.

BU is now facing huge pressure and challenges from Finance & Legal. Both BU and Procurement aim to keep the service and cooperation with Q6 Cyber but we also need to get approval from those functional teams to get payment approved. We've tried our best on it.

Iris

On Mon, Oct 30, 2023 at 10:06AM Eli Dominitz <eli@q6cyber.com> wrote:

Hi Iris -

I hope all is well.

My finance folks informed me that the invoice is still overdue and that they have not heard from you. Is there a reason for this? Would you please update me on the status of the payment?

Thank you,

Eli



Eli Dominitz | CEO
e. eli@q6cyber.com | w. q6cyber.com
p. 954-947-8284 | c. 617-519-9288

On Mon, Oct 2, 2023 at 12:01PM Eli Dominitz <eli@q6cyber.com> wrote:
Hi Iris -

As I mentioned earlier, we are already 3 months into the second year of services (from July 3, 2023 to today) and we have an overdue invoice. The first order of business should be to remit that payment and ensure that your new team is optimally utilizing our intelligence. On the latter point, I understand that our teams had a call earlier this morning and things are going very well, so I am very happy with that.

Thanks,

Eli



Eli Dominitz | CEO
e. eli@q6cyber.com | w. q6cyber.com
p. 954-947-8284 | c. 617-519-9288

On Sun, Oct 1, 2023 at 10:45PM Iris Li <iris.Li@binance.com> wrote:
Hi Eli,

May I inquire if there is still room for negotiation on this matter? Are there any alternative avenues or methods available to shorten the contract back to one year from auto-renewal of 2 years? Or is this the final stance of Q6 Cyber with no further room for discussion?

Iris

On Mon, Oct 2, 2023 at 10:14AM Eli Dominitz <eli@q6cyber.com> wrote:

Hi Iris -

We are not going to amend the contract in the middle of the term. We negotiated this in good faith. The fee and other terms in the contract were based on this time commitment. Asking us to change course in the middle of the contract is not fair.

What if we came to you and told you that our internal policies changed and now the price for services is double? Would you amend the contract?

Thanks,

Eli

On Sun, Oct 1, 2023 at 10:07 PM Iris Li <iris.Li@binance.com> wrote:
Hi Eli,

Thank you for your prompt response.

However, due to our Legal's policy that prohibits BU from automatically renewing contracts, our original intention was to manually renew the contract for one year and continue with manual renewals in the subsequent years to comply with legal and company policies. Unfortunately, due to the contract owner transition between two BUs, we missed the notice period and the contract was automatically renewed for two years.

To avoid the challenges/effects from Legal for future renewal, and the long-term cooperation, we kindly request your understanding and support in amending the current automatic two-year renewal to a yearly manual renewal. Failure to do so could pose challenges for both our BU and the contract from a legal and financial standpoint, potentially impacting BU's ability to renew the contract in the future.

Your cooperation in this matter is greatly appreciated, and we look forward to resolving this issue to the benefit of both parties.

Thank you for your understanding and assistance.

Sincerely,
Iris

On Mon, Oct 2, 2023 at 9:25AM Eli Dominitz <eli@q6cyber.com> wrote:

Hi Iris -

I hope all is well. Your email was shared with me by our finance department.

First, I want to emphasize that as you said, we have been long term partners with Binance and greatly appreciate that. We very much value this relationship and care deeply about delivering value to you.

I understand that you had a chance in your internal policies; however, that does not change the following facts:

1. We have a contract that was effective on July 3, 2022 and is now in force until July 2, 2025.
2. The contract was negotiated in good faith by both parties, and all the terms and conditions were agreed upon.
3. We are already 3 months into the second year of services (from July 3, 2023 to today) and as such, talking about renewal is not relevant.

Therefore, I request that you remit payment immediately as the current invoice is overdue.

After that, if you would like us to replace the existing contract with the new SOW template that you sent, I am willing to have a discussion to understand why and for what purpose. Feel free to suggest times for a call and note that I am in the US EST time zone.

Thank you,

Eli



Eli Dominitz | CEO
e. eli@q6cyber.com | w. q6cyber.com
p. 954-947-8284 | c. 617-519-9288

On Thu, Sep 28, 2023 at 10:36PM 'Iris Li' via Billing <billing@q6cyber.com> wrote:

Hi Robert and Q6 Cyber team,

Thanks for the reminder.

As you may be aware and communicated with Gerry before, there's a change in our Legal policies including the contract term and auto-renewal this year, and we are challenged by our legal team on the auto-renewal without their renewal.

Our Legal team strictly prohibits auto-renewal and reviews each contract on an annual basis to ensure all the T&C are following our guidelines. And starting from 2022, the signing entity matrix has been updated as well, Legal requests to change all tech-related contracts to our new entity accordingly.

Since Q6 Cyber is our long-term partner and we have had great cooperation in the past, we'd like to seek your understanding and support to see if we could re-sign the contract this year and submit for our Legal's review. As soon as the contract is re-signed and agreed, Legal will notify Finance to release the payment asap.

Attached pls find the standard template of SOW drafted by our Legal, if possible we would suggest to use our template to avoid back and forth and get it approved by Legal smoothly.

Thanks

Iris

On Fri, Sep 29, 2023 at 4:59AM Q6 Cyber

<billing@q6cyber.com> wrote:

Hello -

Just a reminder that we have not received a payment for this invoice yet. See attached.

We appreciate your prompt payment by ACH or wire.

Would you kindly provide an update on payment status?

Thank you,

Brit



Accounts Receivables

----- Forwarded message -----

From: **Q6 Cyber** <billing@q6cyber.com>

Date: Wed, Aug 30, 2023 at 9:58AM

Subject: Reminder: Invoice due from Q6 Cyber
To: <Procurementdesk@binance.com>

Hello -

Just a reminder that we have not received a payment for this invoice yet. See attached.

We appreciate your prompt payment by ACH or wire.

Let us know if you have questions.

Thanks for your business!

Brit

Watch us on  ! The latest on the growing nationwide check fraud problem



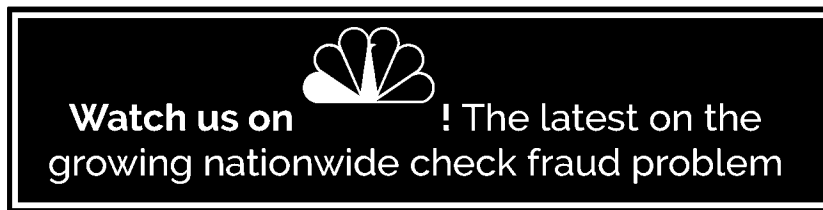
Eli Dominitz | CEO
e. eli@q6cyber.com | w. q6cyber.com
p. 954-947-8284 | c. 617-519-9288

Watch us on  ! The latest on the growing nationwide check fraud problem



Eli Dominitz | CEO
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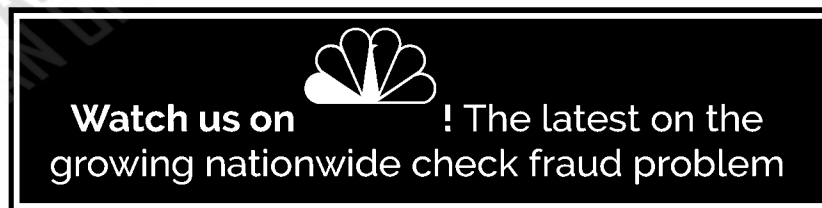
Eli Dominitz | CEO
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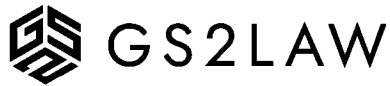
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1



Robert Garson
20802 Biscayne Blvd, 4th Fl.
Aventura, FL 33180
E: rg@gs2law.com
P: +1.212-380-3623

June 19, 2024

YY Choo
Commercial Counsel
Binance Legal
Concorde Shopping Centre, #B1-03,
Singapore 169075
By Email to: yy.choo@binance.com

Re: Unlawful Attempt to Terminate Agreement with Q6Cyber

Dear Mr. Choo,

We are litigation counsel to Q6 Intelligence LLC, DBA Q6 Cyber, ("Q6") the counterparty to an agreement executed on July 3, 2022, with Binance Investments Co., Ltd ("Binance") (the "Agreement"). We have had sight of Binance's annual unlawful attempt to terminate the Agreement, which is binding for its full term, by way of email of May 20, 2024.

Just as Binance's attempts were unavailing in 2023, resulting in Binance paying what was due, and further ratifying the Agreement and its binding nature, so too do Binance's repackaged arguments fail now. On October 29, 2023, Iris Li wrote to Eli Dominitz, the CEO of Q6, informing Q6 that a "special green light" was given to the auto-renewal of the Agreement, and proposed payment on the basis that Q6 would review the contract on an annual basis. On November 3, 2023, Mr. Dominitz, rejected, demanded to speak to the legal team, and followed up with the request on November 21, 2023. Ms. Li, copying Ms. Zhang, then informed Q6 that payment was being made, and it duly was on December 1, 2023. There was neither qualification nor reservation. Hence, the Agreement and its autorenewal provision was ratified and performed upon. Therefore, the auto-renewal term in the Agreement is effective and enforceable.

It bears reminding Binance at this stage, that it received the benefit of a lower annual fee because it committed to a three-year agreement. Had that not been the case, Binance's annual fee would have been proportionately greater. Having taken the benefit of the bargain, Binance now wishes to welch, and will not do.

First, there is an issue whether the "termination for convenience" clause was present in Binance's Standard Supplier Terms at <https://www.binance.com/en/Legal/Supplier-Terms> in or around July 3, 2022 as they are not attached to the executed agreement and the page does not indicate the prevailing terms at the relevant time. Secondly, even if this clause existed, such a term was not incorporated on the face of the Agreement and that it was not in force, as ratified by Binance's performance of the second renewal term at the end of 2023.

Q6 intends to perform the agreement through the termination date of July 2, 2025, and expects payment as originally agreed to between the parties. Should Binance renege on its obligations, Q6 will be compelled to use all legal remedies at its disposal to recover its damages.



Continuation Page

If we can be of assistance on this or any other matter, please feel free to email to schedule a mutually convenient time to speak.

All rights reserved.

Yours sincerely,

A handwritten signature in black ink, appearing to read "Robert Garson", followed by a period.

Robert Garson

cc: Iris Li, Gerry Zhang

28 June 2024

GS2Law

20802 Biscayne Blvd, 4th Fl.
Aventura, FL 33180

By E-mail Only: rg@gs2law.com

Attention: Mr Robert Garson

Dear Sirs

Termination of Statement of Work between Q6 Intelligence LLC ("Q6 Cyber") and Binance executed on 3 July 2022 (the "Agreement")

1. We refer to our email dated 20 May 2024 ("**20 May Email**") and your letter dated 19 June 2024 ("**Your Letter**").
2. By our 20 May Email, Binance provided your client with written notice of termination of the Agreement with effect from 2 July 2024 pursuant to the Binance Standard Supplier Terms ("**Notice of Termination**"), in particular Clause 15.1 which provides that:

*"Without affecting any right or remedy available to it, [Binance] **may terminate the [Agreement] for convenience at written notice to [Q6 Cyber, as Supplier] at no cost to [Binance]**, except that [Q6 Cyber] may invoice [Binance] for any Services and products and work-in-progress not yet invoiced at a pro-rated price based on the percentage of work completed before the termination date."*

3. Your Letter seeks to challenge the validity of Binance's Notice of Termination. Q6 Cyber does not deny the validity or effect of Clause 15.1, and instead claims that the Binance Standard Supplier Terms (including but not limited to Clause 15.1) had never been agreed to by Q6 Cyber or were not duly incorporated into the Agreement. We are unable to agree with Q6 Cyber's position, which is clearly contradicted by the facts and evidence.
4. We do not propose to respond to each and every allegation in Your Letter and reserve the right to do so at the appropriate forum and juncture. The fact that we have not specifically addressed any assertion should not be construed as an admission or waiver in respect of the same. For present purposes, it suffices for us to highlight the following:
5. It is entirely indisputable that the Binance Standard Supplier Terms (accessible at <https://www.binance.com/en/Legal/Supplier-Terms>)¹, were agreed between the parties and were duly incorporated in the Agreement.

(a) On 28 June 2022, our Walter Zhang wrote to your client via email informing them of Binance's requirements that *"all engagements with vendors will be subject to our standard terms which [have been] referenced in the [Agreement]"* and that clauses initially proposed by your client had accordingly been *"replaced [...] with a reference to our online terms. <https://www.binance.com/en/Legal/Supplier-Terms>"*. Mr Zhang's email further invited your client to *"discuss [...] if [they] have any questions about the Binance Standard Supplier Terms"* and offered to arrange a meeting for your client and Binance's legal team.

(b) The following day on 29 June 2022, your client's Eli Dominitz responded by email to confirm that your client *"accept[s] Binance's standard terms"*, save to add three additional clauses dealing with limitation of liability. We then confirmed on 30 June 2022

¹ which have been unchanged since 3 July 2022

that "[t]he proposed changes are acceptable to us" and that the Agreement would be executed shortly.

(c) It is evident from the foregoing that your client:

- (i) had been provided a copy of the Binance Standard Supplier Terms via URL;
- (ii) had carefully considered the Binance Standard Supplier Terms and negotiated exceptions to such of those terms that it did not agree with (such as the limitation of liability clauses), but deliberately chose not to do the same in respect of the termination for convenience clause; and
- (iii) expressly acknowledged and accepted the incorporation of the Binance Standard Supplier Terms as part of the Agreement.

(d) Indeed, the finalised Agreement which was executed by Q6 Cyber on 18 May 2022 and by Binance on 3 July 2022 clearly provides that "[t]his Statement of Work is subject to and incorporates by reference Binance's Supplier Terms which can be found at www.binance.com/en/Legal/Supplier-Terms".

6. As Mr Dominitz himself acknowledged in two separate emails on 2 October 2023, the Agreement was "*negotiated in good faith*" by both parties and "*all the terms and conditions were agreed upon*". Your client cannot now renege on their express agreement to the incorporation of the Binance Standard Supplier Terms to avoid the lawful exercise of Binance's right of termination for convenience.
7. For completeness, any prior renewal of the Agreement does not and cannot affect the validity or scope of Clause 15.1 of the Binance Standard Supplier Terms, the clear purpose of which is to provide Binance with the right to terminate any subsisting Statement of Work for Binance's convenience.
8. Accordingly, take notice that as at 20 May 2024 and in any event by the date of this letter, Binance has lawfully exercised its right to terminate the Agreement for convenience with effect from 2 July 2024 pursuant to Clause 15.1 of the Binance Standard Supplier Terms. As full payment has been made for all services provided up to the date of termination of the Agreement, there are no outstanding obligations or liabilities from Binance.
9. All of Binance's rights are reserved.

Yours faithfully

Binance

Binance Legal



Eli Dominitz <eli@q6cyber.com>

Reminder: Invoice due from Q6 Cyber

27 messages

Q6 Cyber <billing@q6cyber.com>
To: Procurementdesk@binance.com

Wed, Aug 30, 2023 at 9:58 AM

Hello -

Just a reminder that we have not received a payment for this invoice yet. See attached.

We appreciate your prompt payment by ACH or wire.

Let us know if you have questions.

Thanks for your business!

Brit



Accounts Receivables

 **Binance Invoice.pdf**
66K

Q6 Cyber <billing@q6cyber.com>
To: Procurementdesk@binance.com

Thu, Sep 28, 2023 at 4:58 PM

Hello -

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Thank you,

Brit



Accounts Receivables

[Quoted text hidden]

 **Binance Invoice.pdf**
66K

'Iris Li' via Billing <billing@q6cyber.com>

Thu, Sep 28, 2023 at 10:36 PM

Reply-To: Iris Li <iris.Li@binance.com>

To: Q6 Cyber <billing@q6cyber.com>, Robert Villanueva <rv@q6cyber.com>, Gerry Zhang <gerry.z@binance.com>

Hi Robert and Q6 Cyber team,

Thanks for the reminder.

As you may be aware and communicated with Gerry before, there's a change in our Legal policies including the contract term and auto-renewal this year, and we are challenged by our legal team on the auto-renewal without their renewal. Our Legal team strictly prohibits auto-renewal and reviews each contract on an annual basis to ensure all the T&C are following our guidelines. And starting from 2022, the signing entity matrix has been updated as well, Legal requests to change all tech-related contracts to our new entity accordingly.

Since Q6 Cyber is our long-term partner and we have had great cooperation in the past, we'd like to seek your understanding and support to see if we could re-sign the contract this year and submit for our Legal's review. As soon as the contract is re-signed and agreed, Legal will notify Finance to release the payment asap.

Attached pls find the standard template of SOW drafted by our Legal, if possible we would suggest to use our template to avoid back and forth and get it approved by Legal smoothly.

Thanks

Iris

[Quoted text hidden]

 **BN-SOW..docx**
36K

Robert Villanueva <rv@q6cyber.com>

Thu, Sep 28, 2023 at 11:59 PM

To: Eli Dominitz <eli@q6cyber.com>

Hi Eli,

I will let you address this Binance unless you want me to? Remember, I mentioned this a couple of months ago after Gerry told me. First time Iris writes to us. I guess it was the past due invoice you sent them.

Let me know,



Robert Villanueva
Executive Vice President
E-Crime Cyber Intelligence
U.S. Secret Service (Ret.)
www.q6cyber.com
mobile: 305-992-2264
office: 954-947-8283

www.iafci.org (Official Partner)

Combating Fraud, Financial
and Cybercrime together

[Quoted text hidden]

 **BN-SOW..docx**
36K

Eli Dominitz <eli@q6cyber.com>

Sun, Oct 1, 2023 at 9:24 PM

To: Iris Li <iris.Li@binance.com>, Robert Villanueva <rv@q6cyber.com>, Gerry Zhang <gerry.z@binance.com>

Hi Iris -

I hope all is well. Your email was shared with me by our finance department.

First, I want to emphasize that as you said, we have been long term partners with Binance and greatly appreciate that. We very much value this relationship and care deeply about delivering value to you.

I understand that you had a chance in your internal policies; however, that does not change the following facts:

1. We have a contract that was effective on July 3, 2022 and is now in force until July 2, 2025.
2. The contract was negotiated in good faith by both parties, and all the terms and conditions were agreed upon.
3. We are already 3 months into the second year of services (from July 3, 2023 to today) and as such, talking about renewal is not relevant.

Therefore, I request that you remit payment immediately as the current invoice is overdue.

After that, if you would like us to replace the existing contract with the new SOW template that you sent, I am willing to have a discussion to understand why and for what purpose. Feel free to suggest times for a call and note that I am in the US EST time zone.

Thank you,

Eli



Eli Dominitz | CEO

e. eli@q6cyber.com | w. q6cyber.com

p. 954-947-8284 | c. 617-519-9288

[Quoted text hidden]

[Quoted text hidden]

[Quoted text hidden]

Hello -

[Quoted text hidden]

[Quoted text hidden]

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Watch us on ! The latest on the
growing nationwide check fraud problem



Eli Dominitz | CEO
e. eli@q6cyber.com | w. q6cyber.com
p. 954-947-8284 | c. 617-519-9288

Iris Li <iris.Li@binance.com>
To: Eli Dominitz <eli@q6cyber.com>
Cc: Robert Villanueva <rv@q6cyber.com>, Gerry Zhang <gerry.z@binance.com>

Sun, Oct 1, 2023 at 10:06 PM

Hi Eli,

Thank you for your prompt response.

However, due to our Legal's policy that prohibits BU from automatically renewing contracts, our original intention was to manually renew the contract for one year and continue with manual renewals in the subsequent years to comply with legal and company policies. Unfortunately, due to the contract owner transition between two BUs, we missed the notice period and the contract was automatically renewed for two years.

To avoid the challenges/effects from Legal for future renewal, and the long-term cooperation, we kindly request your understanding and support in amending the current automatic two-year renewal to a yearly manual renewal. Failure to do so could pose challenges for both our BU and the contract from a legal and financial standpoint, potentially impacting BU's ability to renew the contract in the future.

Your cooperation in this matter is greatly appreciated, and we look forward to resolving this issue to the benefit of both parties.

Thank you for your understanding and assistance.

Sincerely,
Iris
[Quoted text hidden]

Eli Dominitz <eli@q6cyber.com>
To: Iris Li <iris.Li@binance.com>

Sun, Oct 1, 2023 at 10:14 PM

Hi Iris -

We are not going to amend the contract in the middle of the term. We negotiated this in good faith. The fee and other terms in the contract were based on this time commitment. Asking us to change course in the middle of the contract is not fair.

What if we came to you and told you that our internal policies changed and now the price for services is double? Would you amend the contract?

Thanks,

Eli
[Quoted text hidden]

--

[Quoted text hidden]

Iris Li <iris.Li@binance.com>
To: Eli Dominitz <eli@q6cyber.com>

Sun, Oct 1, 2023 at 10:45 PM

Hi Eli,

May I inquire if there is still room for negotiation on this matter? Are there any alternative avenues or methods available to shorten the contract back to one year from auto-renewal of 2 years? Or is this the final stance of Q6 Cyber with no further room for discussion?

Iris
[Quoted text hidden]

Eli Dominitz <eli@q6cyber.com>
To: Mara Gibor <mgibor@q6cyber.com>, Robert Villanueva <rv@q6cyber.com>

Sun, Oct 1, 2023 at 10:47 PM

See back and forth below.
My gut instinct is that they want to be able to cancel next year.
Your thoughts?
[Quoted text hidden]

Robert Villanueva <rv@q6cyber.com>
To: Eli Dominitz <eli@q6cyber.com>
Cc: Mara Gibor <mgibor@q6cyber.com>

Mon, Oct 2, 2023 at 11:10 AM

Eli,

I agree. Looks like they just started to recently even look at our ATO data. This may be a way for them not to renew the contract in year three. They need to honor our negotiated contract and pay the past due invoice.

I believe there was a scheduled call with Binance today to review cards/ATO's.

Mara thoughts?

Greetings from Oregon,



Robert Villanueva
Executive Vice President
E-Crime Cyber Intelligence
U.S. Secret Service (Ret.)
www.q6cyber.com
mobile: 305-992-2264
office: 954-947-8283

www.iafci.org (Official Partner)

Combating Fraud, Financial
and Cybercrime together

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Eli Dominitz <eli@q6cyber.com>
To: Iris Li <iris.Li@binance.com>

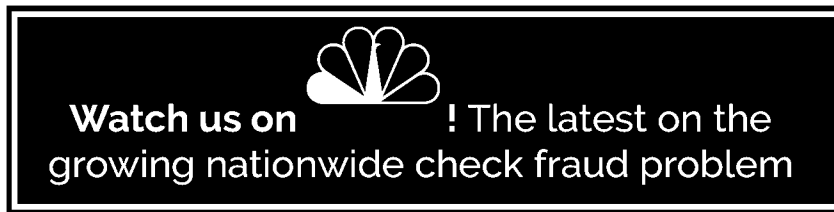
Mon, Oct 2, 2023 at 12:01 PM

Hi Iris -

As I mentioned earlier, we are already 3 months into the second year of services (from July 3, 2023 to today) and we have an overdue invoice. The first order of business should be to remit that payment and ensure that your new team is optimally utilizing our intelligence. On the latter point, I understand that our teams had a call earlier this morning and things are going very well, so I am very happy with that.

Thanks,

Eli



Eli Dominitz | CEO
e. eli@q6cyber.com | w. q6cyber.com
p. 954-947-8284 | c. 617-519-9288

[Quoted text hidden]

Eli Dominitz <eli@q6cyber.com>
To: Mara Gibor <mgibor@q6cyber.com>, Robert Villanueva <rv@q6cyber.com>

Mon, Oct 2, 2023 at 12:02 PM

fyi
If it comes up in your discussions with them, just say this is not your area but it's Finance and Legal that handle this. I don't want you to be the bad guys.



Eli Dominitz | CEO
e. eli@q6cyber.com | w. q6cyber.com
p. 954-947-8284 | c. 617-519-9288

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Eli Dominitz <eli@q6cyber.com>
To: Iris Li <iris.Li@binance.com>

Sun, Oct 29, 2023 at 10:05 PM

Hi Iris -

I hope all is well.

My finance folks informed me that the invoice is still overdue and that they have not heard from you. Is there a reason for this? Would you please update me on the status of the payment?

Thank you,

Eli



Eli Dominitz | CEO
e. eli@q6cyber.com | w. q6cyber.com
p. 954-947-8284 | c. 617-519-9288

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Iris Li <iris.Li@binance.com>
To: Eli Dominitz <eli@q6cyber.com>

Sun, Oct 29, 2023 at 11:26 PM

Hi Eli,

The request was pushed back again from the Finance and Legal team that they are still firm on non-auto-renewal. We have talked with them several times, the final suggestion from the functional team is that they can give special green light to this auto-renewal to agree with the auto-renewal of this year but we should avoid the second year's auto-renewal as Legal needs to review the contract on a annually basis. They will pay immediately upon the agreement of above. BU is now facing huge pressure and challenges from Finance & Legal. Both BU and Procurement aim to keep the service and cooperation with Q6 Cyber but we also need to get approval from those functional teams to get payment approved. We've tried our best on it.

Iris

[Quoted text hidden]

Eli Dominitz <eli@q6cyber.com>
To: Iris Li <iris.Li@binance.com>

Mon, Oct 30, 2023 at 9:22 AM

Thank you for the update. With all due respect , this refusal to pay and abide by the contract is not professional, to say the least.

Please send me the contact information of the legal team. Our attorneys will reach out to them.

Thanks,

Eli

[Quoted text hidden]

Iris Li <iris.Li@binance.com>
To: Eli Dominitz <eli@q6cyber.com>
Cc: Gerry Zhang <gerry.z@binance.com>

Fri, Nov 3, 2023 at 8:36 AM

Hi Eli,

Let me check with the business owner on it to see if we could solve this issue, and will get back to you next week.

Iris

[Quoted text hidden]

Eli Dominitz <eli@q6cyber.com>
To: Iris Li <iris.Li@binance.com>

Mon, Nov 6, 2023 at 3:55 PM

Thanks; who is the business owner? Who is the decision maker?



Eli Dominitz | CEO
e. eli@q6cyber.com | w. q6cyber.com
p. 954-947-8284 | c. 617-519-9288

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Eli Dominitz <eli@q6cyber.com>
To: Iris Li <iris.Li@binance.com>

Mon, Nov 20, 2023 at 11:17 AM

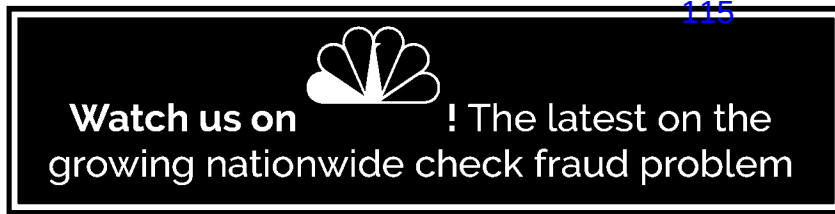
Hi Iris -

I would like to resolve this matter one way or another by the end of this week.

Therefore, I ask you to please connect me with the business owner / the decision maker. Alternatively, please provide the contact information for your legal officer.

Thank you,

Eli



Eli Dominitz | CEO
e. eli@q6cyber.com | w. q6cyber.com
p. 954-947-8284 | c. 617-519-9288

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Iris Li <iris.Li@binance.com>
To: Eli Dominitz <eli@q6cyber.com>, Nicole Zhang <Nicole@binance.com>

Tue, Nov 21, 2023 at 12:16 AM

We are already in the payment process now. Nicole is following up with Finance currently.

@Nicole Zhang feel free to ask here if you have any questions regarding the payment release.

Iris

[Quoted text hidden]

Eli Dominitz <eli@q6cyber.com>
To: Iris Li <iris.Li@binance.com>
Cc: Nicole Zhang <Nicole@binance.com>

Tue, Nov 21, 2023 at 8:29 AM

Thank you. When will the payment be made? Is it by ACH or wire transfer?

[Quoted text hidden]

Nicole Zhang <nicole@binance.com>
To: Eli Dominitz <eli@q6cyber.com>
Cc: Iris Li <iris.Li@binance.com>

Tue, Nov 21, 2023 at 1:53 PM

Hi Eli

Can you accept Reap payments? In other words, third-party payment, the payer is not Binance.

Nicole

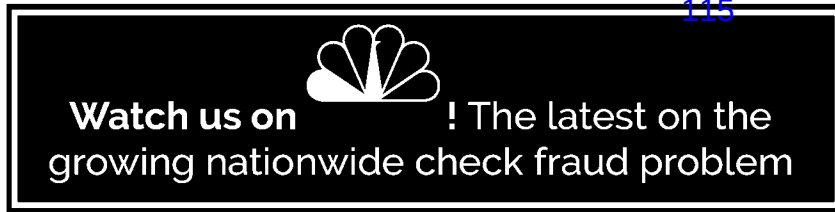
Eli Dominitz <eli@q6cyber.com> 于2023年11月21日周二 17:29写道:

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Eli Dominitz <eli@q6cyber.com>
To: Nicole Zhang <nicole@binance.com>
Cc: Iris Li <iris.Li@binance.com>

Tue, Nov 21, 2023 at 2:04 PM

If they can remit payment to us via ACh or wire, then it's fine.



Eli Dominitz | CEO
e. eli@q6cyber.com | w. q6cyber.com
p. 954-947-8284 | c. 617-519-9288

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Nicole Zhang <nicole@binance.com>
To: Eli Dominitz <eli@q6cyber.com>
Cc: Iris Li <iris.Li@binance.com>

Wed, Nov 29, 2023 at 4:56 AM

Hi Eli

Can you provide swift code?

Nicole

Eli Dominitz <eli@q6cyber.com> 于2023年11月21日周二 23:05写道:

[Quoted text hidden]

Nicole Zhang <nicole@binance.com>
To: Eli Dominitz <eli@q6cyber.com>
Cc: Iris Li <iris.Li@binance.com>

Thu, Nov 30, 2023 at 2:05 AM

Hi Eli

For smooth payment, can you provide the swift code as soon as possible?

Thank you!

Nicole

Nicole Zhang <nicole@binance.com> 于2023年11月29日周三 13:56写道:

[Quoted text hidden]

Eli Dominitz <eli@q6cyber.com>
To: Nicole Zhang <Nicole@binance.com>
Cc: Iris Li <iris.Li@binance.com>

Thu, Nov 30, 2023 at 9:36 AM

Here you go -

SWIFT code: BOFAUS3N
Bank of America, N.A.
222 Broadway, New York, NY 10038

[Quoted text hidden]

Nicole Zhang <nicole@binance.com>
To: Eli Dominitz <eli@q6cyber.com>
Cc: Iris Li <iris.Li@binance.com>

Fri, Dec 1, 2023 at 2:13 AM

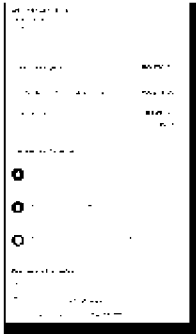
Hi Eli

Payment has been completed, please check whether the payment has been received on December 4th.

Nicole

Eli Dominitz <eli@q6cyber.com> 于2023年11月30日周四 18:36写道:

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Eli Dominitz <eli@q6cyber.com>
Draft

Fri, May 31, 2024 at 3:35 PM

Hi Rob -

When we spoke yesterday, I mentioned that Binance contacted me last year to try and rip up the old contract and replace it with an annual contract. Here's all the correspondence from them.

Do you need anything else? Will you pls prepare a response / demand letter for their recent termination notice?

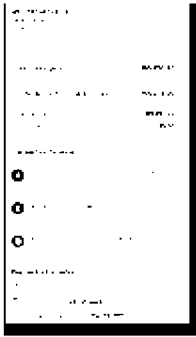
Thank you,

Eli



Eli Dominitz | CEO
e. eli@q6cyber.com | w. q6cyber.com
c. 617-519-9288

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